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The Solicitors' Journal and Reporter.

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CURRENT TOPICS.

THE LONG Vacation Judges will be FARWELL and BUCKLEY, JJ.; and it is understood that Mr. Justice FARWELL will take the first half of the vacation.

PROTESTS have frequently been made on behalf of the legal profession against the strange notion that the learned Lords Justices of the Court of Appeal are legal "handy-men," available for employment in extra-judicial duty; but in spite of such protests the practice of taking a Lord Justice from the courts for a more or less lengthened period has grown and flourished. The latest instance is the selection of Lord Justice ROMER as a member of a commission of inquiry to visit South Africa—an errand which, it is stated, will probably keep him from the Royal Courts until December next. In the present condition of the Court of Appeal as regards the representation of the equity element the appointment is peculiarly unjustifiable, and the more so since the services of Sir EDWARD FRY, who possesses all the qualifications for the office, would seem to have been available. It is understood that Lord Justice ROMER will leave England about the end of the present month.

THE DECISION of PHILLIMORE, J., in *Stacey* v. *Hill* (*Times*, 9th inst.) seems to be difficult to reconcile with the terms of section 55 (2) of the Bankruptcy Act, 1883. A disclaimer of a lease by a trustee in bankruptcy, it is there provided, shall operate to determine, as from the date of the disclaimer, the rights and liabilities of the bankrupt and his property, and shall also discharge the trustee from all personal liability, "but shall not, except so far as is necessary for the purpose of releasing the bankrupt and his property and the trustee from liability, affect the rights or liabilities of any other person." This sub-section does no more than state explicitly the construction which was placed on section 23 of the Bankruptcy Act, 1869, in *Ex parte Walton* (17 Ch. D. 746), and other cases. Thus in *Hill* v. *East and West India Dock Co.* (9 App. Cas. 648), where the bankrupt was an assignee of the lease, it was held that the liability of the original lessee was not affected; and in *Harding* v. *Preece* (9 Q. B. D. 281) it was held that a surety to the original lessee for the payment of rent by the bankrupt assignee remained liable notwithstanding the disclaimer. The present case of *Stacey* v. *Hill* also related to the liability of a surety. Premises were let for a term of five years from the 25th of December, 1898, at a rental of £280 a year upon the written guarantee of the defendant for payment of rent in arrear up to £140. The guarantee was to "remain in force concurrently with the lease for a period of five years" from the date of commencement of the lease. In November, 1899, the lessee became bankrupt, and his trustee disclaimed the lease in February, 1900. The defendant paid the rent up to Christmas, 1899, and admitted liability for rent apportioned up to the date of disclaimer, and PHILLIMORE, J., held that he was liable for no more. After that date he held that there was no lease and no rent in arrear, and hence there was nothing to which the guarantee could extend. He appears to have distinguished *Hill* v. *East and West India Dock Co.* and *Harding* v. *Preece* on the ground that in those cases the bankrupt was only an assignee, and consequently the disclaimer did not destroy the original term. But no distinction of this kind is to be found in section 55. The provision there is express that the liabilities of other persons

are not to be affected by the disclaimer, and this provision is quite irreconcileable with the extinguishment of a surety's liability. This clearly affects the liability of a person other than the bankrupt and his trustee. The decision would make it practically useless to take a surety for rent.

The Court of Appeal (A. L. Smith, Vaughan Williams, and Romer, L.JJ.), as reported elsewhere, have disallowed the extended effect given by Ridley, J., in *Matthews* v. *Usher* (68 L. J. Q. B. 988) to section 25 (5) of the Judicature Act, 1873. That section provides that "a mortgagor entitled for the time being to the possession or receipt of the rents and profits of any land as to which no notice of his intention to take possession or to enter into receipt of the rents and profits thereof shall have been given by the mortgagee, may sue for such possession or for the recovery of such rents and profits . . . in his own name only, unless the cause of action arises upon a lease or other contract made by him jointly with any other person." In the above case a lease containing a covenant to repair had been granted in 1819 for a term of eighty-one years, and in 1878 the legal owner of the reversion expectant on the lease executed a legal mortgage of it. The equity of redemption had become vested in the plaintiffs, and they were in receipt of the rents and profits. In July, 1898, they served on the defendants, in whom the leasehold interest was vested, notice under section 14 of the Conveyancing Act, 1881, alleging as a ground of forfeiture a breach of the covenant to repair, and they brought the action to recover possession. The lease contained a proviso that the lessor, his heirs and assigns, might re-enter on breach of any of the covenants. *Primâ facie*, of course, the plaintiffs had no title to recover possession, for they were not the legal owners of the freehold reversion and they did not come within the terms of the proviso. It has recently been held by the Court of Appeal in *Gentle* v. *Faulkner* (*ante*, p. 483) that in dealing with cases of landlord and tenant the word "assigns" must be restricted to legal assigns. Here the plaintiffs were in the position of mortgagors, and could not therefore be assigns of the lessor. Reliance, however, was placed upon the above provision of the Judicature Act of 1873 as giving them the necessary power to sue, and Ridley, J., held that the sub-section applied. It has been pointed out, however, in the Court of Appeal that the right to sue depended in the first instance upon the mortgagor being entitled to possession, and in the present case this preliminary was wanting. The right to possession required that a proper notice under section 14 of the Conveyancing Act, 1881, should have been served by the legal owner of the reversion, and this had not been done. Hence, admitting that the Judicature Act has placed the mortgagor in the shoes of the mortgagee with regard to suing in ejectment, yet the mortgagor cannot sue until a right to possession against the tenant has been created by the service of a forfeiture notice by the mortgagee. With regard to leases made since the Conveyancing Act the mortgagor is by virtue of section 10 placed in a stronger position, but it seems that the right of suing conferred on him by the Judicature Act, however wide it may seem to be, is only to be exercised with caution.

Clause 6 of the Companies Bill, which imposes restrictions upon going to allotment, was the subject of considerable discussion in the Grand Committee on Trade on the 5th inst. The clause provides that no allotment of share capital shall be made unless the following conditions have been complied with: (*a*) the amount (if any) fixed by the memorandum or articles of association and named in the prospectus (if any) as the minimum subscription on which the directors may proceed to allotment; or (*b*), if no amount is so fixed and named, then the whole amount of the share capital, has been subscribed, and the sum (if any) payable on application has been paid. By sub-clause 2, the minimum subscription is to be exclusive of shares payable otherwise than in cash; by sub-clause 3 the amount payable on application and allotment on each share is to be together not less than five per cent. of the nominal amount of the share; and by sub-clause 4, if these conditions are not complied with by the expiration of forty days after the first issue of the prospectus, all money received from applicants for shares is forthwith to be repaid at the joint and several risk of the directors. In accordance with the understanding arrived at at the previous meeting, an amendment was moved by Mr. Ritchie, and carried, that the section is not to apply to any allotment of shares subsequent to the first allotment of shares offered for public subscription. But the committee declined to accept amendments permitting the minimum subscription to be stated in the prospectus only, and increasing the amount payable on application and allotment to five per cent. on application, and seven and a-half per cent. on allotment. An amendment requiring an interval of three days to be allowed between application and allotment, during which the intending subscriber might withdraw his application, was also negatived. A more serious point was raised on the proposal that, where the company does not go to allotment, the directors shall be personally responsible for the return of the subscribers' money. In principle the proposal is sound, but it allows no exception for the case where the money has in the meantime been lost through no fault of the directors —where, for instance, it has been placed on deposit at a bank and the bank fails. Sir A. Hickman proposed accordingly to introduce qualifying words to the effect that the provision should only apply to directors who fail to take all reasonable steps to secure the safe custody of the money and its due return. The amendment was withdrawn, however, on the Attorney-General undertaking that the Government would consider the case of the failure of the bank. Clause 7 makes an allotment made in contravention of the preceding provisions voidable, and gives the allottee a remedy against the directors subject to a limitation of one year from the date of the allotment. This introduces a new period of limitation for the liability of directors, and Mr. Ritchie promised that the matter should receive further consideration. On his motion, clause 8, which places restrictions on the commencement of business, and the exercise of borrowing powers, was rendered practicable by omitting the requirement that before the exercise of borrowing powers not less than three-fourths of the aggregate amount payable on application and allotment on all the shares allotted has been paid and received in cash by the company. This requirement, it is evident, would have prevented the simultaneous issue of debenture and share capital, and would have interfered very materially with the current practice on the bringing out of a new company.

The most noteworthy event at the meeting of the Grand Committee on Monday last was the admission of the President of the Board of Trade that section 25 of the Companies Act, 1867, must be repealed. This repeal was recommended by Lord Davey's Committee, and it was incorporated in the Companies Bill as originally brought in. Apparently it was thought that the Companies Act, 1898, would be effective to remedy the injustice caused by the section, but that measure, however urgently it may have been required for the purpose of dealing with existing cases, was no justification for the continuance of section 25 on the statute book. It is not very intelligible why in its more recent form the Companies Bill has been brought in with the omission of the repeal of the section. The Bill provides in clause 9 for the return to the registrar of such information as it was the object of section 25 to secure. It provides, that is, for a return to the registrar within seven days of the allotment of (*a*) the number and nominal value of the shares comprised in the allotment, the names, addresses, and occupations of the allottees, and the amount (if any) paid on each share; and (*b*) the number and amount of shares allotted as fully or partly paid up otherwise than in cash, the extent to which they are paid up, and the consideration for which such shares have been allotted. If default is made in complying with this enactment, a fine is imposed on every director who is knowingly a party to the default. The clause as it stands is superior in convenience to section 25—that is, it makes the required information more accessible than when it is contained only in a filed contract, and it imposes no penalty on the innocent allottee of the shares. It is to be regretted, however, that while agreeing to the repeal of section 25, Mr. Ritchie has induced the committee to accept an amendment providing for the filing with the registrar by the company of such a contract as has hitherto been filed under section 25. Apparently this amendment has been introduced solely in the interest of the

revenue, inasmuch as section 25 has been a valuable means of securing the due stamping of agreements for the sale of businesses to companies. This hardly forms a sufficient reason, however, for preserving section 25 under a new form, when by common consent the section in its original form must go. The revenue is entitled to no special facilities for securing the stamping of company contracts, and the relics of section 25 ought not to be preserved for a collateral purpose of this kind. If the Government intend the reform of company law and nothing more, clause 9 of the Bill ought to be passed in its original form and section 25 repealed altogether.

We often hear of comparatively obscure persons being prosecuted and convicted for fortune-telling; but the police do not seem to trouble fortune-tellers who charge high fees, occupy expensive rooms, and find their dupes in the higher classes of society. Yet it is notorious that such persons flourish, and one has this week been brought to justice who was making an income that many a professional man would consider princely, but it seems to have been left to a private person to take proceedings against her. It is idle for fortune-tellers nowadays to attempt to defend themselves on the ground that they believe in their own arts. The Vagrancy Act makes punishable "every person pretending or professing to tell fortunes or using any subtle craft, means, or device by palmistry or otherwise to deceive or impose on any of her Majesty's subjects." Now, from *Reg.* v. *Entwistle* (1899, 1 Q. B. 846) it appears that a person who, without any intent to deceive, pretends to tell the fortune of a person who knows that it is merely a game and is party to the pretence, is not guilty of an offence; but otherwise the intention to deceive is included in the words "pretending or professing," and it is not necessary that the intent should be specifically alleged. The case of *Penny* v. *Hanson* (35 W. R. 379, 18 Q. B. D. 478) is much stronger. It was contended for the accused in that case that no evidence had been given against him that he did not believe in what he professed to do. In answer, Denman, J., said: "In this case, *res ipso loquitur*. It is absurd to suggest that this man could have believed in his ability to predict the fortunes of another by knowing the hour or place of his birth and the aspect of the stars at such time. We do not live in times when any sane man believes in such a power." And Mathew, J., said: "I am entirely of the same opinion." But if it is absurd to think that the fortune-teller himself should believe in his own powers, it is unfortunately the fact that many persons of good position and education do believe in the powers of some of these adventurers. In the recent case it was said in court that the woman's clients included persons of all sorts and conditions. "Bishops" were expressly mentioned, but nothing was said about judges or police magistrates. It may be hoped, therefore, that none of these latter gentlemen have laid themselves open to the risk of being classed as insane by Mathew, J. At all events, as such persons do exist, it is clearly right that they should be protected from deception, even though it is due to some mental weakness on their own part that they are deceived. It is a crime for the fortune-teller to take advantage of this weakness, and that crime should be punished.

In a case tried last week before Wright, J., at the Lincoln Assizes, the prisoner was charged with rape, and in corroboration of the girl's otherwise uncorroborated story, the prosecution tendered in evidence a letter which the girl said she had written to her mother immediately after the alleged assault. The letter was posted four or five hours after the time at which the crime was said to have been committed, and presumably contained the girl's account of what had happened. The judge refused to allow the letter to be put in evidence, on the ground that it was safer and fairer to the prisoner to exclude it. He did not, however, say that it was not admissible in strict law. In this course he followed the Lord Chief Justice in the case of *Reg.* v. *Ingrey* (64 J. P. 106), which was tried in February last at Bedford. In that case, on a similar indictment for an offence said to have been committed on a Saturday, the prosecution desired to put in evidence a letter written on the following Tuesday, and claimed to be entitled to do so on the authority of *Reg.* v. *Lillyman* (44 W. R. 654; 1896, 1 Q. B. 167). In this case the Lord Chief Justice did not rule definitely that the letter was or was not admissible. He said that "when a complaint is made within a reasonable time, that statement could be given in evidence. It must be made within a 'reasonable time,' and what was a 'reasonable time' was a question for the court, for upon it depended the admissibility or non-admissibility of the evidence." The learned judge then said that, though he was not confident he was right in excluding the letter, it was the safer course not to put it in evidence. These cases shew what difficulty the judges have in applying the principle of *Reg.* v. *Lillyman*. Of course the letter itself, or any complaint made by the woman, cannot be evidence of the facts therein alleged. The complaint can only be evidence to shew that the conduct of the woman was consistent with her story in the witness-box, negativing her consent to what was done. This is clearly laid down in the judgment of the Court for Crown Cases Reserved. Now, it is notorious that many charges of assaults on women and girls are unfounded, and no jury will convict a man without some fairly strong corroboration. Can a complaint be any corroboration? It may be, if made at the earliest possible opportunity, when the woman is still fresh from the outrage and has had no time to recover from the immediate effects of the alleged violence. Except under such circumstances, however, to admit the terms of a complaint is to put a premium on trumped-up charges. Nothing (it is submitted) could be more dangerous than to admit a letter under almost any circumstances. The writing of a letter must be a deliberate and considered act, and this element of deliberation ought alone to be sufficient to exclude the letter. Where no complaint is made immediately after the assault (as was the case in both the recent cases referred to), the writing of a letter containing a detailed account of the alleged crime will probably seem to most persons more consistent with an imaginary assault or a fabricated charge than with a true story. Anyhow, it must always be most dangerous to allow a letter of this sort to be read by a jury, for it is impossible to secure that a jury shall give to it only its proper weight.

The decision of Farwell, J., in *Attorney-General* v. *Barker* (on the 11th inst.) involves no new point of law. It will, however, serve as a useful reminder to local authorities and those having dealings with them on two points—first, that a highway authority has no power to authorize an act which constitutes a nuisance or obstruction to a highway; and, secondly, that those who rely upon licences or grants from local bodies must be careful to see that these are embodied in duly-executed documents or formal resolutions. The claim in *Attorney-General* v. *Barker* was for the removal of certain tram-lines laid across several highways in the West Riding of Yorkshire. The evidence (as to horses being frightened by the trucks and engines and carriages and bicycles being jolted by the lines) was sufficient to establish the existence of a nuisance. The defendants pleaded the licence or authority of the county council as to one of the roads (being a main road) and of the district council as to another. As to the latter sanction, the only evidence was the statement of a witness that a resolution had been passed and a letter from the clerk to the council; this evidence the learned judge very properly rejected altogether; the proper evidence of a resolution of a district council is a minute duly authenticated under the 10th rule of the 1st schedule to the Public Health Act, 1875, and nothing short of this ought to be received in legal proceedings. The sanction of the county council rested on an agreement which had been executed by the defendants but not by the council, and upon a resolution of their highways committee; it was not, however, shewn that the council had dispensed (as they have power to do under section 2 of the Local Government Act, 1888) with the submission of the acts of this committee to themselves for approval. Even in these very informal sanctions the local authorities merely authorized the laying of the lines across the highway "to the extent of their lawful powers." Farwell, J., held that no such powers exist where the Act sanctioned is a nuisance to the highway, as he found the tram-lines to be in the present case. In so holding he decided nothing inconsistent with *Edgware Highway Board* v. *Harrow*

District Gas Co. (L. R. 10 Q. B. 92), in which it was held that the highway authority might lawfully sanction a temporary opening of a highway for the purpose of laying pipes. The decision was fully warranted by a series of authorities, of which *Reg.* v. *Train* (2 B. & S. 640) is one of the most important.

THE RIGHT OF PURCHASERS OF LAND TO ENFORCE RESTRICTIVE COVENANTS.

The decision of the Court of Appeal in *Rogers* v. *Hosegood* (reported elsewhere) clears up an important point on the extent to which the benefit of a restrictive covenant runs with the land in favour of which the restriction was imposed. In all questions relating to covenants running with the land it is necessary to draw a sharp line between covenants entered into by a lessee upon taking his lease, and covenants entered into by a purchaser on taking a conveyance of the land purchased. As between lessor and lessee the running of the burden of a covenant entered into by the lessee is determined by the rules in *Spencer's case* (5 Rep. 16*a*); while the running of the benefit depends on the statute 32 Hen. 8, c. 34, and on section 10 of the Conveyancing Act, 1881. Under the former statute it was necessary that a reversioner who claimed the benefit of the covenant should be strictly the assignee of the legal owner with whom the covenant was made. Hence, upon a lease by a mortgagor and mortgagee, if the covenants were entered into with the mortgagor only, the benefit of them did not pass to assignees of the mortgagee: *Webb* v. *Russell* (3 T. R. 393). But this technical difficulty has been removed by the later statute, and now the benefit of the lessee's covenants goes with the reversionary estate in the land and they are enforceable by the person entitled, subject to the term, to the income of the land leased.

In the case of covenants entered into by a purchaser of land with a vendor who owns and retains other adjacent land, there are no definite rules such as those laid down in *Spencer's case*, and there is no statute law to which recourse can be had. So far as regards the burden of the covenant, it seems that this never runs at law with the purchased land (*Austerberry* v. *Corporation of Oldham*, 29 Ch. D. 750), and such remedy as the vendor is entitled to is due entirely to the assistance of equity. According to *Tulk* v. *Moxhay* (2 Ph. 774) the assignee of the purchased land is bound by the covenant, provided he has notice of it. "The question," said Lord COTTENHAM, C., "is not whether the covenant runs with the land, but whether a party shall be permitted to use the land in a manner inconsistent with the contract entered into by his vendor, and with notice of which he purchased." And in accordance with this exposition of the doctrine it is settled that it applies only to the case of a restrictive covenant, and while an assignee will be restrained from any use of the land which is forbidden by the covenant, he will not be compelled to do any act upon the land, such as to lay out money in building: *Haywood* v. *Brunswick Building Society* (8 Q. B. D. 403).

The meaning of the doctrine of covenants running with the land on the ground of notice was discussed by JESSEL, M.R., in *London and South-Western Railway Co.* v. *Gomm* (20 Ch. D., p. 583), and he explained that the effect of notice is simply to prevent the assignee from sheltering himself under the legal estate—in other words, it is the original covenant which runs with the land in equity, and the assignee is not placed under a fresh obligation by reason of his taking with notice. The purchaser, according to Sir GEORGE JESSEL, takes the estate subject to the equitable burden, with the qualification that, if he acquires the legal estate for value without notice, he is free from the burden. That qualification, however, he continued, does not affect the nature of the burden. The notice is required merely to avoid the effect of the legal estate, and does not create the right; and if the purchaser takes only an equitable estate, he takes subject to the burden, whether he has notice or not. This view of the doctrine has received the approval of the Court of Appeal in the present case of *Rogers* v. *Hosegood*.

In dealing with the running of the benefit of the covenant other considerations arise. That the benefit can run with the land is clear; but while the burden of a covenant touching the land is almost universally intended by the original covenanting parties to bind the land of the covenantor (so far as the law allows) into whosesoever hands it comes, the same cannot be said with equal certainty as to the devolution of the benefit of the covenant, and, in a case where the covenantee retains land and afterwards sells this land in separate parcels, it is not a matter of course that the benefit of the covenant should run with each of these parcels. Whether it will do so or no depends upon the intention of the covenanting parties, and hitherto it has been arguable that it depended also upon the intention of the purchaser from the covenantee of the particular parcel of land in question. In other words, he would not take the benefit of the covenant unless he knew of its existence and intended that such benefit should be included in his purchase. This has seemed to follow from part of the judgment of HALL, V.C., in *Renals* v. *Cowlishaw* (26 W. R. 754, 9 Ch. D. 129) which has been frequently quoted with approval. The Vice-Chancellor, referring to the case of the various purchasers under a common building scheme, said that where the court was satisfied that it was the intention that each one of the several purchasers should be bound by, and should, as against the others, have the benefit of the covenants entered into by each, then every one of them was entitled to the benefit of the covenant, and "this right—that is, the benefit of the covenant—enures to the assign of the first purchaser; in other words, runs with the land of such purchaser." And then, leaving the case of a common building scheme, he continued: "A purchaser may also be entitled to the benefit of a restrictive covenant entered into with his vendor by another or others where his vendor has contracted with him that he shall be the assign of it—that is, have the benefit of the covenant."

Is it, however, necessary that the assignee of the vendor, in order to obtain the benefit of the covenant, should know of its existence, and should stipulate to have it included in his purchase, or is it not possible for the covenant on its original creation to be so annexed to the land retained by the vendor as to pass with every part of such land upon any subsequent sale, although the purchaser has at the time no knowledge of it? This is the question which arose for decision in *Rogers* v. *Hosegood*, and the Court of Appeal (Lord ALVERSTONE, M.R., and RIGBY and COLLINS, L.JJ.), affirming the decision of FARWELL, J. (48 W. R. 202), have pronounced in favour of the latter view.

In May, 1869, the then Duke of Bedford purchased a plot of land at Kensington from Messrs. CUBITT & Co., and covenanted to erect thereon not more than one dwelling-house, which was to be used for a private residence only, and no trade or business was to be carried on there. The covenant was expressed to be intended to enure for the benefit of Messrs. CUBITT & Co., "their heirs or assigns, or others claiming under them, to all or any of their lands adjoining or near to" the property purchased by the Duke of Bedford. In 1873 Sir JOHN MILLAIS bought adjoining property from Messrs. CUBITT, and built a house upon it, but the conveyance to him contained no express assignment of the benefit of the covenant entered into by the Duke of Bedford, and there was no evidence that he was aware of the covenant. In 1872 the Duke died, and to facilitate the sale by his devisees of the land subject to the restrictive covenant Messrs. CUBITT in 1876 executed a deed releasing it, so far as they could, from the part of the covenant relating to the number of houses to be built upon the property. The present owner, taking advantage of this release, proposed to put up a large block of residential flats, but the trustees of Sir JOHN MILLAIS's will, in whom the land purchased by Sir JOHN MILLAIS was vested, claimed to restrain this on the ground that they were entitled to the benefit of the covenant, and that the proposed erection would be a breach of it.

Upon the form of the covenant it was clear that the covenant was not intended to be personal to Messrs. CUBITT & Co. or to enure only for the benefit of a purchaser of the whole of the land which they retained. The words, as already stated, expressly gave the benefit of the covenant to persons claiming under Messrs. CUBITT & Co. *all or any of the property* adjoining that sold to the Duke of Bedford. So far, then, as concerned the original contracting parties, the intention was to annex the benefit of the covenant to each part of the land retained by the covenantees. Did, then, such benefit, being once thus annexed, pass without more upon every subsequent conveyance of any

part of such land, or could it only pass when made the special subject of purchase by the purchaser of the land? As already stated, the judgment of HALL, V.C., in *Renals* v. *Cowlishaw* (*supra*) suggests that the covenant must be the separate subject of purchase, but in that case there was no indication in the covenant itself that it was intended to be annexed to the land, and hence there was reason for the Vice-Chancellor emphasizing the view that the covenant itself must be assigned. Elsewhere, however, in his judgment he indicates that the case of the covenant being in the first instance annexed to the land was present to his mind. "In order," he said, "to enable a purchaser as an assign (such purchaser not being an assign of all that the vendor retained when he executed the conveyance containing the covenants, and that conveyance not shewing that the benefit of the covenant was intended to enure for the time being for the benefit of each portion of the estate so retained, or of the portion of the estate of which the plaintiff is assign) to claim the benefit of a restrictive covenant, this at least must appear, that the assign acquired his property with the benefit of the covenant—that is, it must appear that the benefit of the covenant was part of the subject matter of the purchase."

On the present occasion the Court of Appeal were desirous of giving full weight to the judgment of HALL, V.C., a judgment which was adopted by JAMES and BAGGALLAY, L.JJ., on appeal (11 Ch. D. 866), and the passage in the parenthesis enabled them to draw the necessary distinction between covenants the benefit of which is initially annexed to the land, so as to pass with the land and every part of it on subsequent conveyances, and covenants which are not so annexed, and which therefore do not pass unless separately assigned. The authorities, said COLLINS, L.J., who delivered the judgment of the court, "establish the proposition that, when the benefit has been once clearly annexed to one piece of land, it passes by assignment of that land, and may be said to run with it, as well in contemplation of equity as of law without proof of special bargain or representation on the assignment of it. In such a case it runs not because the conscience of either party is affected, but because the purchaser has bought something that inhered in or was annexed to the land bought." It was necessary to emphasize the point that the benefit of the covenant runs in equity as well as at law, for the covenants with Messrs. CUBITT & Co., in the deed of 1869, were made with them when they were only mortgagors of the property, and hence in the present case the benefit of the covenant did not in strictness run at law with the land retained by them. But this objection was held not to prevent the running of the covenant in equity. "That a Court of Equity," said COLLINS, L.J., "would not regard such an objection as defeating the intention of the parties to the covenant is clear; and, therefore, when the covenant was clearly made for the benefit of certain land with a person who in the contemplation of such a court was the true owner of it, it would be regarded as annexed to and running with that land, just as it would have been at law but for the technical difficulty." In the result, accordingly, it was held that the benefit of the covenant ran with the land in favour of Sir JOHN MILLAIS's trustees, and since a breach was in contemplation they were entitled to an injunction. The examination of the law contained in the judgments of FARWELL, J., and of the Court of Appeal will considerably simplify the subject of covenants running with the land.

On Tuesday last, in the Probate, Divorce, and Admiralty Division, the President, at the sitting of the court, said: "Before commencing the business of the court, I wish to say that my attention has been called to a letter which has appeared in the *Guardian* newspaper, which in terms imputes to the reporters in this court that they are in the habit of taking money to suppress the reports of proceedings here. I am extremely sorry that a paper of respectability, whatever may be the prejudices of its readers or writers on the subject of this court, should have given currency to statements which I believe to be equally reckless and unfounded. The reporters in this court—some of whom are barristers, and all of whom are, I am sure, perfectly incapable of the conduct imputed to them—are naturally sensitive on this point, and I think it right to say, after what is now a lengthened experience of this court, I am perfectly convinced that such conduct could not have been pursued without my having some suspicion of it. I am equally convinced that no such conduct exists or has existed, and I think it is only due to the gentlemen who are reporters in this court to say this publicly on their behalf."

REVIEWS.

CARRIAGE OF GOODS BY SEA.

A TREATISE ON THE LAW RELATING TO THE CARRIAGE OF GOODS BY SEA. By THOMAS GILBERT CARVER, M.A., Q.C. THIRD EDITION. Stevens & Sons (Limited).

The great facilities now given in the High Court for the speedy trial of commercial causes have, no doubt, caused some increase in this class of business, and encouraged persons engaged in commerce to bring their disputes to the proper tribunal for deciding them. This state of things makes a new edition of this standard work especially welcome. The book, which possesses great literary merits, is a very clear and comprehensive, but at the same time concise, exposition of the law. It is divided into three parts. Part I. deals with the contract and includes an excellent account of the common law of carriers. Part II. treats of the voyage, including the loading. Part III. deals with the delivery, and herein of the important subject of stoppage *in transitu*. The learned author disagrees with the Court of Appeal as to its decision in the case of *Cahn* v. *Pockett's Bristol Channel Co.* (*Limited*) (1899, 1 Q. B. 643). That case, overruling the judgment of Mathew, J., decided that, where a seller forwards to the buyer a bill of lading indorsed in blank, together with a bill of exchange for the price of the goods to be accepted by the buyer; and the buyer, without accepting the draft, transfers the bill of lading to a person who takes *bonâ fide* without notice; the seller has no right of stoppage *in transitu* as against the transferee. The decision is no doubt open to criticism, but probably the profession on the whole will agree with the Court of Appeal. Anyhow (apart from the construction of statutes) as the transferee of the bill of lading could not have known that it was delivered to the consignee conditionally, the mercantile world will probably applaud a decision which tends to make more secure the position of the *bonâ fide* buyer without notice. The book contains references to all the latest decisions and to a great many American decisions. As nine years have elapsed since the second edition saw the light, a very large number of new cases have had to be included, but the work has been done carefully and thoroughly. It is curious to compare the immense list of cases with the very small list of statutes which are referred to. This shews how very little Parliament has interfered in the making of our mercantile law.

LAW OF ANIMALS.

THE LAW OF ANIMALS: A TREATISE ON PROPERTY IN ANIMALS WILD AND DOMESTIC, AND THE RIGHTS AND RESPONSIBILITIES ARISING THEREFROM. By JOHN H. INGHAM, of the Philadelphia Bar. Stevens & Haynes.

We have law books on horses and law books on dogs, but this seems to be the first work on the law of animals in general. Of course, the matter of this interesting volume may be found scattered through a great number of text books and reports, but until the reader has seen this book he probably has had but little idea of how much law there is which is peculiar to animals.

Animals (where they are property at all) are personal property, and so the whole law of personal property is applicable to them. This work, however, only deals with that part of the law which relates distinctly to animals, and has grown up from the fact that they are living creatures, not inanimate chattels. The author says, "Just as the law of real property differs from that of personal property as dealing with what is immovable and indestructible, so the law of animals differs from that of inanimate property as dealing with powers of consciousness, volition, and reproduction, and liability to suffering and death—a distinction far more significant in science and philosophy, however it may be in jurisprudence, than that existing in the former case." Certainly the author's treatment of his subject is most exhaustive, and the task he set before himself has been carried out with great skill and care.

Almost every sentence in the book is authenticated by a reference to a decided case, and there are over 2,500 cases referred to. The vast majority of these are American decisions, but all the more important English cases are also given. The references to statute law are not so complete, and, as far as the game laws go, the statutory provisions of England and her colonies and of the various States of the author's country are barely mentioned, having in each case merely local importance.

A perusal of this book will reveal many curious and interesting decisions. For example, it has been held in the United States that at a criminal trial evidence is admissible to shew that a trained bloodhound has tracked the prisoner. We believe that this point has never been raised in an English court, but if it could be shewn that the dog had been thoroughly trained and tested in tracking men, and that he followed the prisoner from a point where the guilty party must have been, probably the evidence would be received

Any lawyer having to deal with a seemingly novel point of law relating to an animal will do well to consult this work. It will be strange if he cannot find in it some light upon his difficulty, and save a great deal of time into the bargain.

BOOKS RECEIVED.

The Law of Landlord and Tenant. By SIDNEY WRIGHT, M.A., Barrister-at-Law. Frank P. Wilson; Sweet & Maxwell (Limited).

The Laws of Law. By T. BATY, Barrister-at-Law. Effingham Wilson. Price 1s.

CORRESPONDENCE.

RECEIVERS OF ESTATES IN CHANCERY.

[*To the Editor of the Solicitors' Journal.*]

Sir,—Solicitors too numerous to mention for defrauding clients are being imprisoned, struck off the rolls, and suspended, but receivers of estates in Chancery who misappropriate funds in their hands may do so, it seems, with impunity. For if as officers of the court they make default in rendering to the court moneys they have received, they are not prosecuted. Is it because those who guarantee a receiver's fidelity and make good his deficits are the only victims of his breach of trust?

If a solicitor pays the penalty of his misdoings, why should a defaulting receiver be unmolested because the ready money is forthcoming from others to make up for his unready money; this does not alter the fact of his unlawful act. LEX.

July 9.

THE LAND TRANSFER ACTS.

[*To the Editor of the Solicitors' Journal.*]

Sir,—Referring to the letter in your issue of 7th inst. from Messrs Emmanuel, Round, & Nathan, may I be allowed to suggest that what they describe as a difficulty may be regarded as rather an advantage?

It is true that the purchaser, in order to acquire the legal estate in the last three days of the term, must register under the Land Transfer Act. If, however, he does not register, the equitable estate in these three days which he would acquire under the assignment, is quite sufficient to entitle him to require, on redemption of the mortgage, an assignment of the mortgage term. This assignment of the mortgage term, not being a "conveyance on sale," would not require to be registered and would pass the legal estate in that term to the purchaser. The fact that the purchaser's estate in the outstanding three days would be an equitable estate would relieve him from liability to be sued by the lessor under the covenants of the lease. To this extent the equitable estate has the advantage, and otherwise it is good enough for practical purposes. H. J. M.

July 9.

A WARNING TO SOLICITORS.

[*To the Editor of the Solicitors' Journal.*]

Sir,—We venture to warn solicitors of the necessity for instructing their clerks attending to stamp deeds at the Inland Revenue Office to closely scrutinize, whilst waiting for the return of their deeds, any documents handed out by the officials to others who may be waiting at the same time.

On Thursday last, the 5th inst., between 1 and 1.30 p.m., a clerk from our office attended at the Stamp Office in Telegraph-street, E.C., and there presented a conveyance for stamping. Immediately afterwards three or four parchments were handed in by someone else, by whom our clerk believes a duty of £23 10s. was paid. These parchments were in due course returned by the official, and our clerk not receiving his deed inquired for it, only to be informed by the official a few minutes later that he could not find it, and could only suggest that he had handed it out by mistake amongst the three or four parchments above referred to.

As the conveyance has not yet been returned, we can only fear that the deeds in which it was folded have been placed in the safe without reference and may there remain for an indefinite period, and that when referred to at some future time our missing deed may simply be put aside as relating to someone else's matter or some forgotten business without further inquiry.

We presume that such accidents are not of frequent occurrence either at this office or at Somerset House, but the fact that they are possible suggest the necessity for the greatest care on the part of the officials, who should be forbidden from taking any deeds from a second person until they have returned any previously received.

It is unnecessary to add that the loss of the deed places us and our client in a serious dilemma, and any solicitor in the habit of stamping deeds at Telegraph-street will be rendering us a great service if he will ascertain whether any deeds were sent to that office for stamping on his behalf on that day, and if so whether our missing conveyance (which is dated the 4th of July, 1900, and bears the name of Methven as purchaser) is amongst them.

GERRISH & FOSTER.

26, College-street, College-hill, E.C., July 11.

CASES OF THE WEEK.

Court of Appeal.

MATHEWS AND ANOTHER *v.* USHER AND OTHERS. No. 1. 6th July.

MORTGAGOR AND MORTGAGEE—LEASE—BREACH OF COVENANT—FORFEITURE—RIGHT TO SUE FOR POSSESSION—JUDICATURE ACT, 1873 (36 & 37 VICT. c. 66), s. 25, SUB-SECTION 5.

Appeal by the defendants from the judgment of Ridley, J., at the trial of the action without a jury. The action was brought to recover possession of certain premises upon the ground that there had been a breach of covenant to repair. The question raised in this case was whether an equitable owner of the reversion could bring an action to recover possession of premises, the lease having been made prior to the passing of the Conveyancing Act, 1881. On the 10th of March, 1819, Severn granted a lease of certain premises to one Everard for eighty-one years, subject to a rental of £36 per annum. In this lease there was a covenant by the lessee, his executors, administrators, and assigns, to repair the premises and keep them in repair, and there was also a proviso that on breach of any of the covenants contained in the lease the lessor, his heirs and assigns, should have power to re-enter. On the 8th of November, 1878, Severn's heir and successor, J. P. Severn, conveyed the premises to Eastman and his heirs subject to the said lease, and on the same date Eastman mortgaged in fee simple the reversion expectant on the determination of the lease to the said J. P. Severn. On the 9th of November, 1878, Eastman assigned his equity of redemption in the said reversion to one Sheffield. In August, 1886, Sheffield mortgaged his equity of redemption in the said reversion to one Gaitskell, and in July, 1887, he gave a third mortgage to the plaintiffs, who, since such date, received the rents and profits. In January, 1891, an order of foreclosure was made in respect of Sheffield's interest in the said premises, and the plaintiffs became entitled to the equity of redemption. In July, 1898, the plaintiffs served notice under section 14 of the Conveyancing Act, 1881, and brought an action to recover possession of the premises. The defendants contended that only the legal owner of the reversion had a right to sue. Ridley, J., gave judgment for the plaintiffs on the ground that they were entitled to sue by virtue of section 25, sub-section 5, of the Judicature Act, 1873. The defendants now appealed. Section 25, sub-section 5, provides as follows: "A mortgagor, entitled for the time being to the possession or receipt of the rents and profits of any land as to which no notice of his intention to take possession or to enter into the receipt of the rents and profits thereof shall have been given by the mortgagee, may sue for such possession or for the recovery of such rents or profits, or to prevent or recover damages in respect of any trespass or other wrong relative thereto, in his own name only, unless the cause of action arises upon a lease or other contract made by him jointly with any other person." On behalf of the appellants it was contended that the plaintiffs were not entitled to sue. Section 25, sub-section 5, did not give them any right to do so. The right of re-entry was only given to the lessor, his heirs and assigns. The plaintiffs were only the owners of the equity of redemption; they were not the legal owners of the reversion. The following cases were referred to during the arguments: *Municipal Permanent Investment Building Society* v. *Smith* (37 W. R. 42, 22 Q. B. D. 70), *Fairclough* v. *Marshall* (27 W. R. 145, 4 Ex. D. 37), *Gentle* v. *Faulkner* (*ante*, p. 483; 1900, 2 Q. B. 267), *Trent* v. *Hunt* (1 W. R. 481, 9 Ex. 14), *Heath* v. *Pugh* (29 W. R. 904, 6 Q. B. D. 345).

THE COURT (A. L. SMITH, VAUGHAN WILLIAMS, and ROMER, L.JJ.) allowed the appeal.

A. L. SMITH, L.J., in giving judgment, said that the plaintiffs were only the owners of the equity of redemption, they were not the "assigns" mentioned in the proviso contained in the lease reserving the right of re-entry on breach of any of the covenants therein contained. They were merely the mortgagors. The word "assigns" meant legal assigns (*vide Gentle* v. *Faulkner*). Section 25, sub-section 5, of the Judicature Act, 1873, did not give the plaintiffs the right to sue for ejectment for forfeiture on breach of a covenant in the lease. The lease had not been forfeited, and the plaintiffs were therefore not entitled to possession. Section 25, sub-section 5, did not apply to this case. That sub-section only meant that a mortgagor who was entitled for the time being to the possession of the land was in a position to sue for such possession, and that a mortgagor who was entitled for the time being to the receipt of the rents and profits of the premises was able to sue for such rents and profits. The plaintiffs did not stand in the shoes of the mortgagee, because at the time the action was brought the mortgagee had not put himself in the position to claim possession by giving notice under the Conveyancing Act of 1881. The defendants were therefore entitled to judgment, and the appeal ought to be allowed.

VAUGHAN WILLIAMS and ROMER, L.JJ., also gave judgment to the same effect. Appeal allowed.—COUNSEL, *R. M. Bray*, Q.C., and *Brooke Little*; *Dickens*, Q.C., and *H. Tindal Atkinson*. SOLICITORS, *Peacock & Goddard*; *Hudson, Matthews, & Co.*

[Reported by E. G. STILLWELL, Barrister-at-Law.]

IREDALE AND ANOTHER v. CHINA TRADERS' INSURANCE CO. (LIM.). No. 1. 21st and 22nd June; 3rd July.

SHIP—GENERAL AVERAGE—LOSS OF FREIGHT.

This was an appeal from the judgment of Bigham, J. (48 W. R. 48). The action was by shipowners upon a policy of marine insurance by which the defendants underwrote for the plaintiffs the chartered freight of coals, valued at £1,650, upon a voyage from Cardiff to Esquimalt in the plaintiffs' ship *Lodore*, and the perils insured against were "loss by fire and all other perils, losses, and misfortunes that have or shall come to the hurt, detriment, or damage of the aforesaid freight." The following is the agreed statement of facts: 1. The plaintiffs own the iron ship *Lodore*, and by charter, dated the 10th of February, 1897, chartered her to load coals at Cardiff for Esquimalt at 19s. 9d. per ton delivered. By a policy, dated the 3rd of March, 1897, they insured the chartered freight thereunder, valued at £1,650, with the defendants, against (*inter alia*) loss by fire and all other perils, losses, and misfortunes that have or shall come to the hurt, detriment, or damage of the aforesaid freight. 2. *The Lodore* proceeded to Cardiff and there loaded a full cargo of coals, and sailed on the 29th of March, 1897, on the insured voyage. On the 26th of May, 1897, the coals began to heat, and the master decided, for the safety of the ship, freight, and cargo, to jettison cargo and to bear up for the River Plate. About forty tons were jettisoned, and *The Lodore* subsequently anchored in Buenos Ayres Roads on the 29th of May, 1897. Between that date and the 25th of June, 1897, cargo was from time to time discharged and various surveys were held upon the coals, and it was found that the coals continued hot and would heat still further if the voyage was proceeded with. Accordingly, on the 25th of June, 1897, the coals were condemned, and were ultimately sold. The vessel abandoned her voyage to Esquimalt and returned to the United Kingdom with another cargo, and the chartered freight was totally lost. 3. It was necessary for the safety of the whole adventure for the vessel to put into Buenos Ayres as aforesaid, and it was reasonably certain that, if she had continued on her direct voyage, the temperature of the coal would have continued to rise until spontaneous combustion ensued, and that, had she so continued her voyage, the ship and cargo would have been destroyed by fire before reaching Esquimalt. When and while she was at Buenos Ayres, the ship and her cargo, both the portion landed and the portion remaining on board, were in safety, but after she reached Buenos Ayres no part of the cargo could have been reloaded and (or) carried with safety to Esquimalt in the same or another bottom, and it was all necessarily and properly sold at Buenos Ayres. 4. The policy and charter-party, the protest, dated the 11th of August, 1897, and the average statement, dated the 15th of March, 1898, with the survey reports as therein set out, may be referred to as parts of this special case. 5. This action, in the defence to which all underwriters interested similarly to the defendants concur, is defended to test the question whether by way of set-off and deduction from the total loss on the policy, which is admitted, the defendants are entitled to have the said loss of freight made good in general average to any and what extent, and to deduct the contribution to the same falling on the plaintiffs as shipowners from the amount due on the policy. 6. It is not intended to allege or rely on improper condition of cargo as a defence to any claim there may be. 7. The court is to have power to draw all necessary inferences of fact, and the parties agree to leave the adjustment of figures, on such principle as may be laid down, to an average adjuster. Bigham, J., held that the freight had not been sacrificed under such circumstances as to make the loss the subject of general average contribution. The defendants now appealed.

THE COURT (A. L. SMITH, VAUGHAN WILLIAMS, and ROMER, L.JJ.) reserved judgment.

July 4.—A. L. SMITH, L.J., read the judgment of the court, and in doing so said: It is not disputed by the defendants that the chartered freight was lost by reason of the perils insured against within the meaning of the policy (*The Knight of St. Michael*, 46 W. R. 396; 1898, P. 30), and that for this loss the defendants are liable to the plaintiffs. But the defendants contend that upon the facts of this case there has been a general average loss which is the subject of a general average contribution payable by the plaintiffs, and that for the amount of this contribution the defendants are entitled to have credit given to them when they pay to the plaintiffs the amount recoverable under the policy. The question argued before us is whether as regards the coal, upon the delivery of which at Esquimalt the freight would have become payable, there has been a general average sacrifice which would form the subject of a general average contribution. It has long since been established that to constitute a general average loss so as to be the subject of a general average contribution two things at least must co-exist—(*a*) there must be an intentional sacrifice of part of the ship or cargo, or a voluntary expenditure for the benefit of the ship and cargo; (*b*) that such sacrifice or expenditure must be made at a time when a common danger to ship and cargo existed, for when the common danger has ceased, there can be no sacrifice or expenditure that can be the subject of a general average contribution. Bowen, L.J., in *Svensden* v. *Wallace* (13 Q B. D. 69, at p. 84), thus expresses himself as to what constitutes a general average sacrifice. He says: "It is essential at the outset to bear in mind two things—the nature of every general average sacrifice, and the object of every general average contribution. A general average sacrifice is an extraordinary sacrifice voluntarily made in the hour of peril for the common preservation of ship and cargo. . . . The sacrifice" must be "made for the common safety in a time of danger." What we have to consider is whether there has been a general average sacrifice of cargo, so as to be the subject of a general average contribution by the owner of a ship and freight. It is said by the defendants that there was a general average sacrifice of the coal when the ship turned off her course and bore up to the River Plate, followed, as it was, by an abandonment of the voyage after the ship arrived at Buenos Ayres. The admitted facts are that upon the 26th of May, 1897, when the ship was on her voyage from Cardiff to Esquimalt the coals began to heat and the master decided "for the safety of the ship, freight, and cargo to bear up for the River Plate." I do not doubt that the bearing up under the circumstances above mentioned for the River Plate was a general average act, which would have given rise to a general average contribution if, in consequence of such act, any expenses or loss to the cargo were thereby occasioned. But no question of expenses arises, for none were incurred, and there was no loss to the cargo thereby occasioned. No part of the cargo was in fact sacrificed, and *a fortiori* there was no general average sacrifice so as to be the subject of a general average contribution. Mr. Carver argued that the voyage was abandoned when the captain decided to bear up for the River Plate, but in my judgment it clearly was not. The master bore up for the River Plate and went into Buenos Ayres for the purpose, if possible, of continuing the voyage after he had got the cargo in order. He did not bear up for the River Plate for the purpose of abandoning the voyage. The admission is that "when and while the ship was at Buenos Ayres the ship and her cargo were in safety." The sale of the cargo, which in my opinion constituted the abandonment of the voyage, was not a general average sacrifice which forms the subject of a general average contribution, for the common danger had ceased, and the ship and cargo had then been in safety for about a month. I am of opinion that there has been no general average sacrifice in this case, and consequently the right to a general average contribution never arose, and this appeal must be dismissed with costs. Appeal dismissed.—COUNSEL, *Carver, Q.C.*, and *Scrutton; Joseph Walton, Q.C.*, and *J. A. Hamilton*. SOLICITORS, *Field Roscoe, & Co.*, for *Batesons, Warr, & Wimshurst*, Liverpool; *Rowcliffes, Rawle, & Co.*, for *Hill, Dickinson, & Co.*, Liverpool.

[Reported by E. G. STILLWELL, Barrister-at-Law.]

ROGERS v. HOSEGOOD. No. 2. 21st June; 5th July.

VENDOR AND PURCHASER—RESTRICTIVE COVENANTS—COVENANT RUNNING WITH THE LAND—INTENTION—USER—RESTRICTION ON NUMBER OF HOUSES—PRIVATE DWELLING-HOUSES—RESIDENTIAL FLATS.

This was an appeal against a decision of Farwell, J. (reported 48 W. R. 202). The action was brought by the trustees of the will of the late Sir John Millais, as owners of property in Palace-gate, and by W. R. Rogers, the owner of adjoining property, for the purpose of enforcing restrictive covenants against the defendant, who is now the owner of the property known as Thorney-house, and proposes to build a large block of residential flats upon it. On the 31st of May, 1869, the then Duke of Bedford purchased a plot of land, which formed part of the property to which the action related, from Messrs. Cubitt & Co., and covenanted to erect thereon not more than one messuage, or dwelling-house, which was to be used for a private residence only, and no trade or business was to be carried on there. Subsequently, on the 31st of July in the same year, he purchased an adjoining plot upon similar conditions, except that there was no express restriction as to the number of houses to be built upon it. These covenants were expressed to be intended "to enure for the benefit of" Messrs. Cubitt & Co., "their heirs and assigns, or others claiming under them to all or any of their lands adjoining or near to" the property purchased by the duke. The duke subsequently purchased another adjoining plot, with respect to which no restrictive covenants were entered into. Sir John Millais bought his property in Palace-gate from Messrs. Cubitt in 1873 and built a house upon it. The conveyance to him contained no express assignment of the benefit of the covenant entered into by the Duke of Bedford. The conveyance contained a recital of one of the conveyances to the duke, but did not in any way refer to the restrictive covenant therein. In 1872 the Duke of Bedford died, and Messrs. Cubitt in 1876 executed a deed releasing his successor, so far as they could, from the covenant relating to the number of houses to be built on the property. The plaintiff Rogers, who was one of the firm of Cubitt & Co., and consequently one of the original covenantees, purchased other property in Palace-gate from the firm after the date of this release. The defendant purchased from the duke's devisees. Farwell, J., held that the trustees of Sir John Millais were entitled to the benefit of the restrictive covenant, and could enforce it against the defendant, and that the erection of a block of flats would be a breach of the covenant not to erect more than one house on the land. His lordship accordingly granted an injunction in favour of the trustees as against the defendant. But his lordship held that the plaintiff Rogers, having joined in releasing the covenant, could not now enforce it. The action was dismissed as regarded Rogers. The defendant appealed; and Rogers gave a cross-notice of appeal.

THE COURT (Lord ALVERSTONE, M.R., and RIGBY and COLLINS, L.JJ.) dismissed the appeal, but allowed the cross-appeal.

COLLINS, L.J., read the following judgment of the court: This case raises questions of some difficulty, but we are of opinion that the decision of Farwell, J., ought to be affirmed. No difficulty arises as to the burden of the covenants. The defendant is the assignee of the covenantor in respect of the two plots of land conveyed in the conveyances of the 31st of May and the 31st of July, 1869, and he took with notice of the covenants now sought to be enforced. We also accept Farwell, J.'s, conclusion that the buildings which the defendant proposes to erect will involve a breach of these covenants. The only difficulty arises on the question whether the benefit of the covenants has passed to the assigns of Sir John Millais, as owners of the plot purchased by him on the 25th of March, 1872, there being no evidence that he knew of these covenants when he bought. But by express declaration on the face of the conveyances of 1869, the benefit of the two covenants in question was intended for all or any of the vendor's lands near to or adjoining the plot sold, including, therefore, the land

acquired by Sir John Millais, and that they touched or concerned that land within the meaning of those words so as to run with the land at law we do not doubt. Therefore, but for a technical difficulty, which was not raised before Farwell, J., we should agree with him that the benefit of the covenants in question passed to Sir John Millais by the conveyance of the land which he bought in 1872. A difficulty, however, arises from the fact that these covenants in the deeds of 1869 were made with the mortgagors only, and, therefore, in contemplation of law, were made with a stranger to the land (*Webb* v. *Russell*, 3 T. R. 393), to which, therefore, the benefit did not become annexed. That a court of equity, however, would not regard such an objection as defeating the intention of the parties to the covenant is clear; and, therefore, when the covenant was clearly made for the benefit of certain land with a person who in the contemplation of such a court was the true owner of it, it would be regarded as annexed to and running with that land, just as it would have been at law but for the technical difficulty. The cases of *Renals* v. *Cowlishaw* (26 W. R. 754, 9 Ch. D. 325), *London and South-Western Railway* v. *Gomm* (30 W. R. 620, 20 Ch. D. 562), and *Child* v. *Douglas* (2 W. R. 461, Kay 560) are authorities for the proposition that, when the benefit has been once clearly annexed to one piece of land it passes by assignment of that land, and may be said to run with it, as well in contemplation of equity as of law without proof of special bargain or representation on the assignment of it. In such a case it runs, not because the conscience of either party is affected, but because the purchaser has bought something that inhered in or was annexed to the land bought. This is the reason why in dealing with the burden the purchaser's conscience is not affected by notice of covenants which were part of the original bargain on the first sale, but were merely personal and collateral, while it is affected by notice of those that touch and concern the land. The covenant must be one that is capable of running with the land before the question of the purchaser's conscience and the equity affecting it can come into discussion. When, as in *Renals* v. *Cowlishaw*, there is no indication in the original conveyance, or in the circumstances attending it, that the burden of the restrictive covenant is imposed for the benefit of the lands reserved, or any particular part thereof, then it becomes necessary to examine the circumstances under which any part of the land reserved is sold, in order to see whether a benefit, not originally annexed to it, has become annexed to it on the sale so that the purchaser is deemed to have bought it with the land, and this can hardly be the case where the purchaser did not know of the existence of the restrictive covenant. But when, as here, it has once been annexed to the land reserved, then it is not necessary to spell an intention out of surrounding facts, such as the existence of a building scheme, and the presumption must be that it passes on a sale of that land, unless there is something to rebut it, and the purchaser's ignorance of the existence of the covenant does not rebut the presumption. We find nothing in the conveyance to Sir John Millais inconsistent with the intention to pass to him the benefit already annexed to the land sold to him. We are of opinion, therefore, that Sir John Millais' assigns are entitled to enforce the restrictive covenant against the defendants, and that his appeal must be dismissed. Then as to Mr. Rogers' cross-appeal. Farwell, J., dismissed the action so far as Rogers is concerned on the ground that, as a party to the release given in 1876, he could not complain of the erection of several dwelling-houses, and he did not consider that the proposed building would be a violation of the covenant that any house to be erected on the land should be used only as a private residence. We are of opinion, however, that such a block of flats as is proposed to be erected would involve a breach of this covenant. Though it is certainly not one messuage or dwelling-house only adapted for and used as a private residence, neither does it seem to us to constitute several dwelling-houses adapted for and used as private residences only within the meaning of the covenant in question. We think residential flats involving the use of a public entrance and staircase, do not answer the description of private residences contemplated by the words quoted. The covenant must, we think, be construed in an ordinary or popular, and not in a legal or technical sense; and we do not think residential flats come within the popular description of the class of buildings it was intended to permit. The cross-appeal must therefore be allowed.—Counsel, *Warmington*, Q.C., *Hughes*, Q.C., and *Allen; Haldane*, Q.C., and *Christopher James*. Solicitors, *Parker & Thomas; Stibbard, Gibson, & Co.*

[Reported by J. I. Stirling, Barrister-at-Law.]

Re **GRAINGER. DAWSON** *v.* **HIGGINS.** No. 2. 18th and 19th June; 5th July.

Will—Construction—Admission of Extrinsic Parol Evidence to Explain Intention.

By his will dated the 31st of May, 1895, the late Monsignor John Grainger, after appointing his executor, and after giving a number of general legacies amounting in all to a sum of between eleven and twelve thousand pounds, gave and bequeathed "all the residue and remainder of the sum of £9,187 lent on mortgage to Sir John Lawson . . . and of the sum of £4,000 lent on mortgage to Mrs. Eliza Kirk . . . after payment of my just debts and funeral expenses and the expenses of proving this my will" to certain Canons Regular of the Lateran. It appeared that at the time of his making this will the testator possessed only the two mortgage debts in question, a certain freehold church and presbytery, which he specifically devised, and a sum of £145 at his bank; but he subsequently acquired, on the death of his mother, a further sum of about £10,000, which was still in his possession at the time of his death. The testator died, and his will was proved on the 26th of January, 1899. A question having arisen as to whether, on the true construction of his will, the general legacies already referred to were payable out of the two mortgage debts of £9,187 and £4,000 respectively, or out of the subsequently-acquired sum of £10,000, an originating summons was taken out by the executor for the determination of this and other questions. On the 7th of November, 1899, Stirling, J., decided (*inter alia*) that, according to the true construction of the will, and in the events which had occurred, the said sum of £10,000 was liable for the payment of the legacies given by the said will in exoneration of the two several mortgage debts already mentioned. From this decision the general legatees now appealed.

The Court (Lord Alverstone, M.R., and Collins, L.J.; Rigby, L.J., dissenting) allowed the appeal.

Lord Alverstone, M.R.—I am unable to adopt the view of Stirling, J., as to the meaning of the words "all the residue and remainder" in connection with the two sums of £9,187 and £4,000 given by this will. I think that those words form part of, and must be read in connection with, the preceding list of legacies. And I think again that the words "after payment of my just debts," &c., are not intended to define the mode in which all the "residue and remainder" of the said two sums is to be arrived at, but are intended to indicate that this "residue and remainder," after payment of the legacies, was still further to be reduced by payment of these debts. If this is not the meaning of the clause it is at any rate ambiguous, and we are then entitled, on the authority of the cases collected in Wigram on Extrinsic Evidence (Jarman, 4th ed.), pp. 422 *et seq.*, to know what was the position of the testator at the time he made his will. Admitting this evidence I find myself confirmed in the view already taken.

Rigby, L.J.—A distinction must be drawn between extrinsic evidence simply explanatory of the *words themselves* and evidence *to prove intention itself as an independent fact* (Wigram (3rd ed.), pl. 10). It has never been contended that a will bearing a definite construction ought to have another different construction imposed upon it, though I do not say that, as a point of fact, that has never been done. But all such instances must be attributed to an unconscious and illegitimate yielding to the almost necessary bias in favour of a particular intention indicated or suggested by extrinsic facts as distinguished from their merely explanatory effect. The danger of such bias has been frequently adverted to—*e.g.*, in *Fonnereau* v. *Poyntz* (1 Bro. C. C. 472) and *Colpoys* v. *Colpoys* (Jac. 451). Judicial persuasion, however, not individual belief, ought to govern the case; *Barksdale* v. *Gilliat* (1 Swan. 562). The first question here, then, as in similar cases, is whether the will, on the face of it, is or is not ambiguous. Now it is important to notice that there is not a syllable to shew that the legacies are demonstrative. Further on we have a gift of the residue of certain mortgage debts "after payment of my just debts and funeral expenses," &c. The expression "residue and remainder" is therefore fully and exhaustively accounted for and explained. If nothing had been known extrinsically as to the amount of the residue, I venture to think that such a construction as that now contended for by the appellants would never have been put forward. *Greville* v. *Browne* (7 W. R. 673, 7 H. L. 689), and other similar cases, were cited as shewing that these general legacies were payable out of the mortgage-moneys because they are given earlier in the will. But all those cases are fundamentally different from this: *Elliot* v. *Dearsley* (29 W. R. 494, 16 Ch. D. 322).

Collins, L.J., delivered judgment to the same effect as Lord Alverstone, M.R.—Counsel, *Theobald*, Q.C., and *Fischer Williams; Upjohn*, Q.C., and *Northcote; Ingpen*, Q.C.; *Jenkins*, Q.C., and *W. M. Cann*. Solicitors, *Collyer & Davis; Blount, Lynch, & Petre; Withalls & Belton*.

[Reported by J. E. Morris, Barrister-at-Law.]

DAVIES *v.* **THOMAS.** No. 2. 28th June.

Vendor and Purchaser—Sale of Leaseholds Subject to Trust for Conversion—Unpaid Purchase-money—Vendor's Lien—Personalty Lunatic not so Found—Receiving Order—Rights of Third Parties—Lunacy Act, 1890 (53 & 54 Vict. c. 5), s. 116.

This was an appeal against a decision of Bruce, J. Under the will of W. Edmunds, Edward Lewis was entitled to a share of the proceeds of sale of some leasehold houses which were to be sold by the trustees of the will after the death of a tenant for life. In 1890 and 1891 Edward Lewis mortgaged his share under the will to the plaintiff to secure £250 and interest. In January, 1894, the plaintiff under his statutory power of sale sold this mortgaged share to David Lewis, who was the plaintiff's solicitor, for £500, and on the 15th of August, 1894, the plaintiff executed an assignment of the share to David Lewis absolutely in consideration of £500 expressed to be paid by him. The tenant for life died in 1894, and the trust for sale had therefore arisen at the date of the assignment. David Lewis was also solicitor to the trustees of the will, and they thus had constructive notice of the assignment through him. The £500 was not in fact paid by David Lewis, but he accounted to the plaintiff for £294 18s. 11d., the amount due on the mortgage. The balance of £205 1s. 1d. was not paid to the mortgagor, as it ought to have been, but was misappropriated by David Lewis, and the plaintiff was compelled to pay that sum to the mortgagor out of his own pocket. In 1895 the leasehold property was sold by the trustees of the will, and there was in their hands the sum of £570 9s. 8d. representing the share of Edward Lewis. On the 21st of February, 1898, David Lewis became of unsound mind, but was not so found. On the 13th of May, 1898, on the *ex parte* application of his wife, the Master in Lunacy, under section 116 of the Lunacy Act, 1890, made an order authorizing the wife (*inter alia*), in the name of the lunatic, and on his behalf, to receive and give a discharge for all sums of money due to him. On the 29th of July, 1899, another order was made by the master authorizing the lunatic's wife in his name and on his behalf to demand and receive

from the trustees of the will the above-mentioned sum of £570 9s. 8d. in their hands. On the 4th of January, 1899, this action was brought against the trustees of the will and the lunatic (by his wife as guardian), claiming a declaration that the plaintiff was entitled to a lien on the £570 9s. 8d. in respect of the £205 1s. 1d., the balance of purchase-money unpaid by the lunatic. Bruce, J., held that the plaintiff was entitled to the lien. An appeal was presented on behalf of the lunatic.

THE COURT (Lord ALVERSTONE, M.R., and RIGBY and COLLINS, L.JJ.) dismissed the appeal.

Lord ALVERSTONE, M.R.—The first question is, What are the rights of the plaintiff? In my opinion he is in the position of an unpaid vendor and is entitled to a lien on the property, unless something has happened to deprive him of that lien. At the time of the sale the property was leasehold and at the date of the assignment to the purchaser it was still leasehold, though the tenant for life having died in the meantime, there was a duty on the trustees to convert. But even if the purchaser could only claim to receive a share of a sum of money on the realization of the leaseholds, I think the vendor would be entitled to have his lien. The cases of *Collins* v. *Collins* (31 B. 346) and *Albert Life Insurance Co., Ex parte Western Life Assurance Society* (19 W. R. 321, 11 Eq. 164) seem to shew that the principle of a vendor's lien in respect of real property has been employed in respect of other property. I think in the present case the principle of a vendor's lien will apply, and that the plaintiff was entitled to a lien on the property in the hands of the trustees which was sold to the defendant. Then do the subsequent transactions deprive him of that right? I think it would be going too far to say that the rendering of the accounts by David Lewis, the solicitor who had notice of all the circumstances, deprived the plaintiff of any rights which he had. Then we have been pressed to adopt the view that the orders in Lunacy either discharged the property from the lien or prevent the plaintiff from enforcing it. That the court intended to deal with rights against the lunatic's property cannot be suggested. I think the effect of an order under section 116 of the Lunacy Act is to give power to get in the property of the lunatic, and nothing else. If there exist rights against that property, the order does not affect those rights. Such an order enables the person appointed by it to do that which the lunatic would have done if he had been sane, and it is impossible to say that it affects the rights of third parties. The defendant says that the effect of a receiving order is to deprive a person of a valid right which he has, enforceable against goods, and we have been pressed with *Re Winkle* (42 W. R. 513; 1894, 2 Ch. 519), but that case is explained in *Re Clarke* (46 W. R. 337; 1898, 1 Ch. 336), and I think it clear that the court in *Re Winkle* never meant to decide anything of the kind. *Ames* v. *Trustees of Birkenhead Docks* (20 Beav. 332) does not apply to the case of a receiver appointed to collect the property of a lunatic. I come, therefore, to the conclusion that neither of the orders in Lunacy would override the lien which the plaintiff possessed. The order of Bruce, J., must be affirmed.

RIGBY and COLLINS, L.JJ., delivered judgments to the same effect.—COUNSEL, *R. Rowlands; Upjohn*, Q.C., and *Bailhache; Brynmor Jones*, Q.C. SOLICITORS, *Wrentmore & Sons*, for *Spickett & Sons*, Pontypridd; *Metcalfe & Sharpe*, for *T. S. Edwards*, Newport (Mon.); *W. R. Davies*, Pontypridd.

[Reported by J. I. STIRLING, Barrister-at-Law.]

Re WENHAM. *Ex parte* BATTAMS. No. 2. 29th June.

BANKRUPTCY—PRACTICE—PARTNERSHIP—JUDGMENT AGAINST PARTNERSHIP—DISSOLUTION OF PARTNERSHIP—BANKRUPTCY NOTICE ADDRESSED TO DISSOLVED PARTNERSHIP—PETITION AGAINST LATE PARTNERS SEPARATELY—BANKRUPTCY ACT, 1883 (46 & 47 VICT. c. 52), ss. 4 (1) (g), 115, 143—BANKRUPTCY RULES, RR. 136, 262—R. S. C. XLVIIIa.

Appeal from the decision of a Divisional Court (Wright and Darling, JJ.), given on the 14th of May, 1900 (*ante*, p. 468). The debtor, John Wenham, and his brother T. R. Wenham formerly traded in partnership under the style of "Wenham Brothers," as butchers at Woking and elsewhere, down to the 18th of November, 1899, when the partnership was dissolved by an order of the Chancery Division. On the 8th of December the petitioning creditors, Battams & Co., issued a writ against "Wenham Brothers" for goods supplied to the firm during the currency of the partnership. This writ was personally served on both John and T. R. Wenham, but they entered no appearance, and allowed judgment to go by default on the 30th of December. On the 8th of January Battams & Co. issued a bankruptcy notice founded on the judgment, and addressed to "Wenham Brothers." This notice was served personally on both the brothers on the 9th of January. Neither of them complied with its requirements, and on the 30th of January Battams & Co. presented separate petitions against each of the brothers Wenham in his own name, alleging, as the act of bankruptcy relied on, their respective non-compliance with the requirements of the bankruptcy notice addressed to "Wenham Brothers." The petition came on for hearing on the 20th of March, when T. R. Wenham consented to a receiving order being made against him; but John Wenham took the objection that he had not committed any act of bankruptcy by non-compliance with a bankruptcy notice addressed to "Wenham Brothers." The registrar of the county court of Guildford accordingly dismissed the petition; but the decision was reversed by the Divisional Court on the 14th of May. From this latter decision John Wenham now appealed; and it was argued on his behalf that the petition could only be presented against him under the terms of section 115 of the Bankruptcy Act, 1883. Those terms had not been complied with, having regard to the terms of rule 262 of the Bankruptcy Rules: *Re Young* (30 W. R. 330, 19 Ch. D. 124), *Re Howes, Ex parte Hughes* (40 W. R. 647; 1892, 2 Q. B. 628), *Re Collier, Ex parte Dan Rylands (Limited)* (8 Morr. 80). It was wrong to say that the defect was cured by order 48a of the Rules of the Supreme Court. Bankruptcy was governed by a code of its own, and the Rules of the Supreme Court did not apply: *Re Gyll, Ex parte The Board of Trade* (37 W. R. 164, 5 Morr. 273). On the other hand it was contended, on behalf of the creditors, that the proceedings were good within the conditions laid down by section 4 (1) (*g*) of the Bankruptcy Act, 1883. Moreover, any formal defect was covered by section 143 of the same statute. *Jackson* v. *Litchfield* (30 W. R. 531, 8 Q. B. D. 474) and *Re Ide* (35 W. R. 20, 17 Q. B. D. 755) were distinguishable. A number of cases collected in Lindley's Partnership, in a note on p. 217 (5th ed., 1888), *e.g.*, *Ex parte Williams* (11 Ves. 3), *Crawshay* v. *Collins* (15 Ves. 227), and *Butchart* v. *Dresser* (4 De G. M. & G. 542), shewed that the dissolution of a partnership could not get rid of obligations incurred during its continuance. The principle was codified by section 38 of the Partnership Act, 1890.

THE COURT (Lord ALVERSTONE, M.R, RIGBY and COLLINS, L.JJ.) dismissed the appeal.

Lord ALVERSTONE, M.R.—For myself, I have no doubt that these proceedings are strictly in order in accordance with section 115. I think that the words of that section, "being partners," are intended to mean "being partners for the purposes of the liability sought to be enforced." From such liability no dissolution is able to set them free. It is said, however, that this view is impossible in the face of rule 262. In my opinion, that rule does not support that argument, nor can it cut down the liability arising under section 115. I ought to call attention to rule 136, which lays it down that a bankruptcy notice shall be in accordance with Form 36 in the Appendix. If you turn to that form you will notice that it is addressed to "A. B. [or A. B. & Co.]." I cannot see how it can be said that that variation was not contemplated by the rules. I think there is no substance in the objection taken; and I think, too, that in this case amendment is anyhow possible under section 143.

RIGBY, L.J.—I am unable to see any technical objection to these proceedings when the matter is well considered. Rule 48a merely recognizes a well-known principle of equity, and constitutes an application of that principle for the purposes of the High Court. But the principle itself, though not the rule, is equally applicable in bankruptcy.

COLLINS, L.J.—I am not so clear on the question of the technical objection. I think there is a real technical difficulty. Bankruptcy has a code entirely of its own; and it provides certain machinery in section 115 for making partners bankrupt. That machinery, whether or not by some oversight, seems to contemplate taking this kind of proceedings against partners only during the continuance of the partnership. It seems to be putting some slight strain on the section to apply it to those who have once been, but are no longer, partners. I think, however, that the case is covered by section 143; and using that section against John Wenham will do him no substantial injustice.—COUNSEL, *Cooper Willis* and *Tyndal Davies; George Wallace* and *H. C. Davenport*. SOLICITORS, *Mann & Crump; H. J. V. Philpott*.

[Reported by J. E. MORRIS, Barrister-at-Law.]

RICE *v.* NOAKES. No. 2. 27th June.

MORTGAGE—TIED HOUSE—COVENANT TO BUY BEER FROM MORTGAGEES—CLOGGING EQUITY OF REDEMPTION.

This was an appeal from a decision of Cozens-Hardy, J. (reported 48 W. R. 110). The plaintiff in October, 1897, purchased property at Camberwell, including a public-house known as the King's Arms, held upon lease for a term expiring at Christmas, 1923. The defendants, Noakes & Co. (Limited), brewers, who had a mortgage on the property, released their security in order to enable Messrs. Nicholson, the second mortgagees, to sell to the plaintiff for £6,800. The plaintiff only found a small portion of the purchase-money, the defendants, the brewers, advancing £4,850 on a first mortgage, dated the 7th of October, 1897. The proviso for redemption declared that, if the plaintiff should, either on demand by the defendants left at the demised messuage, or without such demand, pay to them all such principal moneys and interest as were respectively mentioned in the covenant for payment thereinafter contained, and as should then be due on that security, then the defendants would, at the request and cost of the plaintiff, surrender or reconvey the premises to the plaintiff or as he should direct, and (after attorning tenant at a peppercorn rent if demanded) the plaintiff covenanted with the defendants that he would on demand pay to them the said principal sum and interest at 5 per cent. until payment, and all such further sums as should be due from the plaintiff, as well for money advanced to or for the use of the plaintiff or paid on his behalf as therein mentioned, or on any other account or otherwise howsoever, with interest at the rate aforesaid, as also for goods sold and delivered by the defendants to the plaintiff. The deed contained the following provision: "And for the considerations aforesaid the mortgagor, so as to charge the premises . . . hereby demised, into whosesoever possession the same may come, whether by act of the party or by operation of law or by any other ways or means however, and to the further intent that the obligation of this covenant may run with the land, doth hereby covenant with the company that the mortgagor shall not, nor will at any time during the continuance of the term aforesaid, and whether any principal moneys or interest shall or shall not be owing upon the security of these presents, use or sell, or permit to be used or sold, in, upon, or about the said demised premises, any malt liquors except such as shall be *bonâ fide* purchased by the mortgagor of the company. And, further, that, if and whenever there shall be a breach of the said covenant, he, the mortgagor, shall and will pay to the company the sum of £1,000 as and for ascertained liquidated damages for each such breach, and will sell all such malt liquors pure, unadulterated, and unmixed, and of the like strength, character, and quality

in all respects as the same shall be supplied to him." The deed also declared that the words "the mortgagor" and "the company," except when otherwise controlled by the context, should, throughout the deed, include all persons deriving title under them respectively. The plaintiff was willing to pay off all money due to the defendants under the mortgage, and required them, on payment being made, to reconvey the leasehold property to him, and to release him from the covenant by which the house purported to be "tied" to the defendants during the whole currency of the lease, or to transfer the mortgage to him and assign the benefit of the covenant. The defendants were willing to reconvey or transfer, but not to release or assign the covenant, and the present action was brought to obtain a declaration that the plaintiff was entitled not only to reconveyance or transfer, but also to a release or assignment of the covenant. Cozens-Hardy, J., held that "the 'tie,' though perfectly valid during the continuance of the security, cannot be maintained when all moneys due upon the security have been paid off," and that, on payment of all moneys due, the plaintiff was entitled to have a reconveyance of the property, or to a transfer of the security, free in either case from the "tie." The defendants appealed.

THE COURT (Lord ALVERSTONE, M.R., RIGBY and COLLINS, L.JJ.) dismissed the appeal.

Lord ALVERSTONE, M.R.—The mortgage deed in this case is a mortgage of a house not subject to any "tie." The effect of the covenant is to tie the house to the defendants up to the end of the term in 1923. The question is whether that covenant can stand. Speaking for myself, it seems to me impossible to say that the doctrine that the equity of redemption of a mortgage must not be clogged is one which can be disregarded by this court or which has disappeared. Indeed the defendants did not mainly rely on this ground, but contended that the covenant was not a clog on the equity. But for the purposes of my judgment I will read the rule as stated by Lord Bowen in *Marquis of Northampton* v. *Pollock* (39 W. R. 66, 45 Ch. D. 190): "Whenever a transaction is in reality one of mortgage, equity regards the mortgaged property as security only for money, and will permit of no attempt to clog, fetter, or impede the borrower's right to redeem and to rescue what was, and still remains, in equity his own." I could not hope to express the proposition more clearly. I understand it to mean that a mortgagor is entitled to have back what he mortgaged, and that anything which tends to prevent his getting back what he mortgaged when the obligation is fulfilled will not be allowed as clogging the equity. The language of Lord Bowen was approved by the House of Lords when the same case was before them under the title of *Salt* v. *Marquis of Northampton* (40 W. R. 529; 1892, A. C. 1), and it is important to observe that in that case no doubt was thrown on the doctrine, and the only question was whether the rule applied under the peculiar circumstances of the case. I therefore approach this case from the point of view that the rule still applies. Now is this covenant a clog on the equity of redemption or not? I should think this, apart from authority, a covenant which would run with the land, but in any event, if it is held binding, for a period of twenty years, the owner of the house is bound to obtain his beer not in the best market, but from his mortgagees. It seems to me impossible to say that that is not a stipulation which diminishes the property which was originally mortgaged, and which is to be reconveyed on the payment of the mortgage. It is something which prevents the mortgagor getting back that which was his own. That being so, apart from any alteration of the rule, I should have thought the case fairly clear. But it is said that class of recent decisions ending with *Santley* v. *Wilde* (48 W. R. 90; 1899, 2 Ch. 474) shew that this covenant must be regarded not as a clog on the equity of redemption, but as a collateral stipulation. Of these decisions, *Mainland* v. *Upjohn* (37 W. R. 411, 41 Ch. D. 126) and *Biggs* v. *Hoddinott* (47 W. R. 84; 1898, 2 Ch. 307) are easily distinguishable from the present case. *Santley* v. *Wilde* is more difficult, and if that case had decided that such a covenant as this did not clog the equity of redemption, of course we should be bound by it. Speaking for myself, I do not think I should have come to the conclusion which was arrived at in *Santley* v. *Wilde* without difficulty, but for the purposes of to-day we have only to see that we are not departing from any rule laid down in that case. It does not, however, seem to me that *Santley* v. *Wilde* does depart from the principle recognized in *Salt* v. *Marquis of Northampton*. In *Santley* v. *Wilde* the lessee of a theatre borrowed £2,000 on the security of a mortgage of the lease, and by the mortgage deed she covenanted to repay the £2,000 by twenty quarterly instalments, and also to pay to the mortgagee one-third of the net profits of the theatre during the whole of the term of the lease, which was four years longer than the time fixed for repayment of the £2,000, and the property was to be redeemable only on payment of the £2,000 and interest, and all other moneys covenanted to be paid. It is clear from the judgments in that case that the court construed that contract as a contract that the property should be charged for a period of ten years, with an obligation to pay the share of the profits as well as the principal debt. If that be so it is clear that there was no intention to do away with the principle that the equity of redemption must not be clogged. It must also be observed that in *Santley* v. *Wilde* the court declared that they were following *Biggs* v. *Hoddinott*, and this was pointed out by Cozens-Hardy, J., in his judgment in the present case. In my opinion *Santley* v. *Wilde* affords no ground for saying that a covenant such as this does not infringe the principle which was recognized in *Salt* v. *Marquis of Northampton*. The appeal must be dismissed.

RIGBY and COLLINS, L.JJ., delivered judgments to the same effect.—COUNSEL, *Haldane*, Q.C., *Eve*, Q.C., and *Stanley Fisher*; *Astbury*, Q.C., and *Beaumont*. SOLICITORS, *Fishers*; *Sandilands & Co.*

[Reported by J. I. STIRLING, Barrister-at-Law.]

High Court—Chancery Division.

MARSHALL & CO. *v.* **BULL AND PETTY.** Byrne, J. 5th July.

COPYRIGHT—INFRINGEMENT—LICENCE TO USE COPYRIGHT FOR A LIMITED PURPOSE—COPYRIGHT ACT, 1842 (5 & 6 VICT. c. 45).

This was an action against Messrs. Bull & Sons, drapers, and Messrs. Petty & Sons, a firm of "fashion printers," claiming an injunction to restrain the said defendants from the reproduction and sale of certain illustrations, and the delivery up of the blocks. The facts of the case were as follow: The plaintiffs, who were manufacturers of mantles and other articles of clothing, in 1898 published a catalogue of newest designs for the winter season of that year, containing twelve illustrations. Messrs. Evans & Williams, who were customers of the plaintiffs, received a copy of the catalogue, and the plaintiffs, at their request, supplied them with nine electro blocks of illustrations at 4s. 6d. each. Evans & Williams sent the blocks to Petty & Sons for production in Evans & Williams' catalogue, and it was stated that Petty & Sons purchased the blocks from them. Petty & Sons subsequently produced for Bull & Sons a fashions catalogue containing eight illustrations from the blocks, but with different names. The plaintiffs thereupon registered the catalogue containing the twelve designs under the Copyright Act, 1842, and commenced the action. The action as between the plaintiffs and Bull & Sons was stayed on terms. It was submitted on behalf of the defendants Petty & Sons that registration under the Copyright Act, 1842, instead of under the Fine Arts Copyright Act, 1862, was not sufficient.

BYRNE, J., held that the defendants Petty & Sons had only licence to use the blocks for the particular purpose for which they were assigned to them, and that the plaintiffs were entitled to an injunction and to delivery up of the blocks.—COUNSEL, *Warmington*, Q.C., *Rowden*, Q.C., *E. S. Ford*; *Bray*, Q.C., *Willis Bund*, and *G. F. Hart*; *Levitt*, Q.C., and *Scrutton*. SOLICITORS, *Phelps, Sidgwick, & Biddle*; *Rooke & Sons*.

[Reported by J. ARTHUR PRICE, Barrister-at-Law.]

BRIGHT *v.* **RIVER PLATE CONSTRUCTION CO. (LIM.).** Cozens-Hardy, J. 3rd July.

ARBITRATOR—COUNSEL EMPLOYED BY SOLICITOR FOR ONE PARTY—DISQUALIFICATION.

An agreement was entered into in August, 1899, between the River Plate Construction Co. (Limited), Messrs. Capel, stockbrokers, and the plaintiff Bright, relative to certain tramway concessions in Buenos Ayres. Under the agreement, all matters in dispute were to be referred to the sole arbitration of Mr. K., a barrister, or of some person nominated by him. On the 13th of June the question whether an action brought by one of the parties to the arbitration should be allowed to proceed was raised by a motion, and the motion was dealt with on the assumption that the arbitration should go on. Several appointments before K. followed. The plaintiff now moved to restrain further proceedings before the arbitrator, on the ground that K. was a gentleman at the bar who had constantly been employed by the solicitors for the River Plate Construction Co. and it was necessary for him as arbitrator to review the conduct of a representative of these solicitors. No charges whatsoever were made against K. When he was originally named it was perfectly well known to plaintiff's solicitors that K. was habitually employed by the solicitors of the River Plate Construction Co., but the plaintiffs were told that he had not been employed in this particular matter. K. now declined to act further as arbitrator, but for the purpose of costs the judge's decision was taken whether or not the motion was proper.

COZENS-HARDY, J., stated the facts and proceeded: It is suggested that Mr. K. has close connection with defendants' solicitors as counsel. It is important to remember that it is not alleged that Mr. K. is unfit or biassed. He was chosen with the consent of both parties. I must adopt the decisions laid down in *Eckersley* v. *Mersey Docks and Harbour Board* (1894, 2 Q. B. 667, 43 W. R. Dig. 8) and in *Jackson* v. *Barry Railway Co.* (1893, 1 Ch. 238, 41 W. R. Dig. 6). I must refuse the motion, and refuse it with costs.—COUNSEL, *Sir E. Clarke*, Q.C., and *Ward Coldridge*; *Eve*, Q.C., *Hume Williams*, Q.C., and *MacSwinney*; *Micklem*, Q.C., and *Methold*. SOLICITORS, *Bennett & Co.*; *Norton, Rose, Norton, & Co.*; *Gedge, Kirby, & Millett*.

[Reported by J. H. DAVIES, Barrister-at-Law.]

Re **GREAVES' SETTLED ESTATES. JONES** *v.* **GREAVES.** Farwell, J. (Manchester District Registry). 23rd June.

STRICT SETTLEMENT—PORTIONS TERM—INFANTS—MAINTENANCE.

Originating summons. By a settlement made in 1888 real estate was settled and limited to the use that M., the wife of B., should receive (if she survived A. and B.) a rentcharge of £800 per annum during widowhood, with remainder to the use of A. for life, remainder to uses to secure certain other rentcharges, remainder to the use of B. for life, remainder to the use of trustees for a term of years commencing on the death of the second life tenant, remainder to the use of his first and other sons successively in tail, with remainders over. The trusts of the term were to raise and pay by sale or mortgage of the estates or out of the rents and profits portions amounting to £10,000 for the younger children of the second tenant for life—sons at twenty-one and daughters at twenty-one or marriage. The trustees were also appointed trustees for the purposes of the Settled Land Acts and of the Conveyancing Act, 1882, s. 42. There were no provisions for the maintenance of younger children

before the portions became vested. The second tenant for life came into possession and died in 1897, leaving three infant children, the eldest of whom became the first tenant in tail. The summons asked whether the trustees were entitled to apply any and what amount of the income of the settled property for the benefit of the two younger children during their minority. For the tenant in tail it was contended that as the portions were not payable until twenty-one or marriage the infants were only contingently entitled, and therefore no interest could be applied for their maintenance in the meantime.

FARWELL, J.—I think the rule given in Mr. Lewin's book on trusts is accurate. It is to be found at p. 472 of the 10th edition, and is as follows: "Whether portions are made payable at a certain age or not they are so far contingent as not to be raisable but to sink into the land where the children do not live to want their portions—that is, where the children, being sons, do not attain twenty-one, or being daughters, do not attain that age or marry; but, on the other hand, they are so far considered vested as to carry with them such a rate of interest or such allowance as the court may deem necessary for the reasonable maintenance of the children." I think, under the circumstances, 3 per cent. on the portions is a reasonable sum to allow for the maintenance and education of the children.—COUNSEL, *Clarkson; A. R. Gaddum; Heckscher.* SOLICITORS, *Cunliffe & Greg*, Manchester.

[Reported by J. F. ISELIN, Barrister-at-Law.]

Re **WREXHAM, MOLD, AND CONNAH'S QUAY RAILWAY CO.** Farwell, J., for Stirling, J. 20th June.

RAILWAY COMPANY—RECEIVER OF UNDERTAKING—ACTION FOR DAMAGE—EXECUTION—RAILWAY COMPANIES ACT, 1867 (30 & 31 VICT. c. 127), s. 4.

Application for an order to the receiver of the undertaking of a railway company to pay a sum of £63 17s. 2d. for damages and costs decreed against them in a county court action on account of injury done by the deficient condition of their works. It was argued on behalf of the judgment creditor that this was either a "working expense" or an "other proper outgoing" within the meaning of the Railway Companies Act, 1867. The railway company had neglected to pay for the proper repair of their works, whereby the damage in question had been caused, and the present expenses must be taken to be in substitution for such costs. In *Re Eastern and Midlands Railway Co.* (45 Ch. D. 367, at p. 385) Kay, J., had indicated that in his opinion "working expenses and other proper outgoings" included only those without payment of which the business of the company would not be carried on, but this definition had not been fully accepted by the Court of Appeal in another case relating to the company in question in the present case: *Re Wrexham, Mold, and Connah's Quay Railway Co* (1900, 1 Ch. 261, at p. 270). In any case, even if this definition were correct, no company could carry on its business if traders found they could not obtain proper compensation for damage done to their goods. It could never have been intended by the Legislature that a railway company which could not pay its debts should be kept alive at the expense of the public. It was the intention of the Act to protect the creditors of the company as well as the public: *Re Eastern and Midlands Railway Co.*

FARWELL, J., without calling on counsel for the company, said: This is a question of some novelty and some difficulty. A gentleman who has obtained judgment against the company and the receiver for damages caused by negligence in the repair of a wall seeks priority for the amount of his judgment under section 4 of the Railway Companies Act, 1867. The reason for the passing of this Act has been stated by Kay, J., and other judges; by the former in *Re Eastern and Midlands Railway Co.*, at p. 378, as follows: "It was passed for the purpose of enabling a judgment creditor who had obtained judgment against a railway company to have a remedy that should not of necessity put a stop to the working of the railway." For this purpose the rolling stock of the company is protected against seizure, and the court is empowered to appoint a receiver and manager of the company's undertaking. The Court of Appeal has disapproved of the suggestion that the expression "other proper outgoings" added nothing to "working expenses." The principle has been well laid down by the Irish Vice-Chancellor in *Re Navan and Kingscourt Railway Co.*, 17 L. R. Ir. 398, at p. 405, where he says: "The Act plainly intended that expenses such as common sense will shew to have been for the working of the railway and for the outgoings necessary to enable it to do its service to the public efficiently should be paid in the first place, and all the surplus applied to payment of all the debts of the company properly so called according to their respective rights and priorities to be ascertained by the court." It has been argued for the company that if this order is not made the debt will not be paid at all; but this is not the question; it is only one of priority as between this judgment creditor and other creditors of the company. I have already expressed my view as to the reason of the Act, and I see no reason why a creditor for a claim arising out of negligence should have priority over other creditors. It has also been argued that if railway companies do not pay such claims as this they may as well retire from business, because no one will employ them. That may be so, but this Act was passed to provide against the physical impossibility of their carrying on business owing to the seizure of their rolling stock, and not against the moral improbability of their being able to do so because no one will employ them. As regards the costs of the action, they have also become a judgment debt, and no difference can be made between them and the damages. Application dismissed with costs.—COUNSEL, *Hon. J. W. Mansfield; M. L. Romer.* SOLICITORS, *Wynne, Holmes, & Wynne*, for *Forshaw & Hawkins*, Liverpool; *Cunliffes & Davenport*, for *Lingards*, Manchester.

[Reported by J. F. ISELIN, Barrister-at-Law.]

High Court—Queen's Bench Division.

SCOTT & HORTON *v.* **ERNEST.** Bigham, J. 9th July.

STOCK EXCHANGE—DEFAULTING BROKER—BROKER'S CLIENT AND JOBBER—PRIVITY OF CONTRACT—MEASURE OF DAMAGES.

Commercial cause tried by Bigham, J., without a jury. The plaintiffs were jobbers on the London Stock Exchange and sought to recover £348 damages from the defendant for his failure to take delivery of certain shares bought on his behalf from the plaintiffs by one Hemmerde, a broker on the Stock Exchange. The shares had, on the defendant's instructions, been carried over from time to time, and at the mid-December account they were again carried over to the end of the December account. On the 14th of December Hemmerde was declared a defaulter. The plaintiffs having ascertained that the defendant was the client for whom the shares had been bought, asked him for a "name," and on his refusing to furnish one or recognize the plaintiffs in the transaction they sold the shares in the market, and, the price having fallen, claimed the difference from the defendant. The contracts entered into with the plaintiffs related solely to the defendant's shares, and the question as to privity of contract in these circumstances between the jobber and the client of a broker in default has been recently decided adversely to the present defendant's contention by Mathew, J., in *Anderson* v. *Beard* (5 Com. Cas. 261), and *Levite & Thornton* v. *Hamblet* (16 Times L. R. 636), following the *dictum* of Kennedy, J., in *Beckhusen & Gibbs* v. *Hamblet* (5 Com. Cas. 217). This point was therefore not argued, neither was the question as to the measure of damages, that point also having been dealt with in the previous cases. A point, however, was taken on behalf of the defendant which had not been raised in any of the other cases. It turned on the provisions of rule 71 of the rules and regulations of the Stock Exchange, which directs that "buying-in or selling-out must be effected publicly by the secretary to the committee for general purposes, or by the clerks of the house in their respective markets, who shall trace the transaction to the responsible party and claim the difference thereon." The defendant contended that the sale of the shares having been made by the plaintiffs in the market, and not as provided by the rule in question, the plaintiffs could not recover in this action. He also said that on the 15th of December he had given Hemmerde notice to close the transaction.

BIGHAM, J., held that privity of contract existed between the plaintiffs and the defendant, and that the plaintiffs' remedy under the circumstances was to sell the shares on the market in the ordinary way for the very best possible price. Without deciding the question, he expressed it as his opinion that rule 71 was intended to apply only to transactions between members of the London Stock Exchange, and did not refer to cases where a member of the outside public was brought into direct relation with jobbers by reason of the failure of the broker employed. Judgment was therefore entered for the plaintiffs for the amount claimed, with costs.—COUNSEL, *Rufus Isaacs*, Q.C., and *G. A. H. Branson; Herbert Reed*, Q.C., and *F. G. Thomas.* SOLICITORS, *Speyer & Sons; Ashley, Lumby, & Co.*

[Reported by ERSKINE REID, Barrister-at-Law.]

Solicitors' Cases.

Re **BORN. CURNOCK** *v.* **BORN.** Farwell, J., for Stirling, J. 20th June.

SOLICITOR'S LIEN—FUND IN COURT—CLIENT A COMPANY IN LIQUIDATION—CHARGING ORDER.

Application by a solicitor for an order charging his costs of establishing his client's right to be paid out of the estate of a deceased debtor upon the amount recovered, which was a fund in court. The client was the Johannesburg Mining and General Syndicate, which was in liquidation. It appeared that in June, 1897, the managing director locked up the office and went to South Africa, and since then no business had been done. On behalf of the liquidator of the company it was argued that the solicitor was not entitled to a lien within section 28 of the Solicitors Act, 1860 (23 & 24 Vict. c. 127), because he had not been employed either "to prosecute or to defend any suit." The court had a discretion to make the order or not, and this was a case where the discretion should not be exercised in favour of the solicitor. This was stated by Bowen, L.J., in *Greer* v. *Young* (31 W. R. 930, 24 Ch. D. 545), and was approved by the Court of Appeal in *Re Humphreys* (46 W. R. 322; 1898, 1 Q. B. 520, at p. 526). The claim had been brought in and the order made on it in 1897, but no attempt had been made to claim a lien on the fund until the 19th of March of this year. The property of the company was in equity the property of the creditors; and delay in claiming the lien might put an end to it: *Roche* v. *Roche* (29 L. R. Ir. 339). The claim was in the nature of a claim for salvage; hence the principles of maritime salvage applied. In *The Europa* (Br. & Lush. 89) it was held that a claim for salvage must be prosecuted with reasonable diligence. The common law lien had been superseded by a statutory one; and the statute was not applicable to winding-up cases. Like the solicitor's general lien on documents, this right was overridden by the winding up. If a creditor had issued execution on the fund the lien would be gone *pro tanto*. The result of making the order in this case would be that the official receiver would not be able to distribute any funds of a company in winding up without taxing the bills of all solicitors who had been at any time employed by the company. The lien was in the nature of an execution, and therefore void in the winding up by section 163 of the Companies Act, 1862.

FARWELL, J., without hearing counsel for the solicitor in reply, said: This is an application in a creditor's administration action for a charging

order on a fund recovered on behalf of the Johannesburg Mining and General Syndicate by a solicitor; the fund is still in court in the action. It is urged on behalf of the company that the jurisdiction is a discretionary jurisdiction; I agree that this is so. The court has, therefore, to exercise its discretion by considering whether it will make the order or not. The first reason which is urged why it should not do so is the delay which has occurred. The delay of two and a-half years appears to me immaterial in a case where, as here, the company has ceased to do business since June, 1897, when the managing director left the country, and no rights can since have accrued. The reason why delay may be material is that new rights may have been interposed; but that is impossible in this case. It has been urged that the statute has abrogated the old common law lien; but the contrary is decided in *Haynes* v. *Cooper* (33 Beav. 431). This is an application under the Act to give effect to the statutory right. It appears to me material to consider whether I am doing more than to enable the solicitor to give effect to the right which he clearly has to have his costs paid out of the fund which he has recovered. The case is like that of creditors who have to allow the costs of the liquidator in realizing before payment of the amount of their debts. All I am asked to do is to give effect to the statutory rights. I therefore make the order. It is said that this is equivalent to an execution, and that it is therefore void in a winding up under section 163 of the Companies Act, 1862 (25 & 26 Vict. c. 89). I do not think this is so. A common law lien given to a solicitor is merely another way of doing what the client himself would have done. The order will be made as asked; the costs of obtaining it to be added to the charge.—COUNSEL, *Maugham; W. H. Cozens-Hardy*. SOLICITORS, *Edwin Andrew; White & Wattson; J. W. Browne.*

[Reported by J. F. ISELIN, Barrister-at-Law.]

LAW SOCIETIES.

INCORPORATED LAW SOCIETY.

We conclude our extracts from the report of the Council:

Estate Duty on Land Sold Under a Trust or Power of Sale.—For some years after the passing of the Finance Act, 1894, the Commissioners of Inland Revenue adopted the view that in the event of real estate to which the Act applied being sold under a trust or power of sale, estate duty attached to the proceeds of sale in exoneration of the land, and they declined in such cases to grant a certificate of discharge under section 11 of the Act. Towards the end of last year the Council's attention was called to the fact that the commissioners had completely altered their view, and correspondence ensued which led to a meeting with the chairman of the Board of Inland Revenue, at which it was arranged that a letter should be written to the society for publication, stating that where a purchase of real estate from trustees acting under a trust or power of sale had been completed on the faith of an assurance from the commissioners that the charge of estate duty followed the purchase-money, there was no intention of receding from the position then taken up, and that the view that the charge of duty does not shift was not to be taken as retrospective, or as cancelling any assurance previously given in a contrary sense. The letter was dated the 17th of November, 1899, and though it was satisfactory as far as it went, the Council felt that the charge of duty both on the land and the proceeds of sale created an unnecessary difficulty in dealing with land which should be removed. They expressed this view to the Chancellor of the Exchequer, and were invited by him to submit instances in which the new practice had caused inconvenience. So short a time had elapsed since the alteration of practice, that naturally the Council were unable, notwithstanding the assistance given by the provincial law societies, to submit many instances, but such as they were able to collect clearly supported the Council's contention. Before an answer had been received from the Chancellor of the Exchequer, the Finance Bill was introduced, and as it did not deal with the question under discussion, the Council communicated with Sir A. K. Rollit, M.P., and he gave notice of an amendment in the following terms: "When real property has been or shall be sold under a trust or power of sale, the rateable part of the estate duty mentioned in section 9 (1) of the Finance Act, 1894, shall be deemed to have been and shall be charged on the proceeds of sale of such property in exoneration of the property sold, and a *bonâ fide* purchaser of such property shall not be bound to see to the payment of such duty, nor be liable for the non-payment thereof." The provincial law societies then brought the matter to the attention of their local Members of Parliament, and asked them to support Sir A. K. Rollit's amendment. Before, however, the amendment was reached, the Chancellor of the Exchequer made an appointment to receive a deputation on the subject. The deputation went on the 26th of March, and consisted of representatives of the following societies, viz.:—The Incorporated Law Society, the Associated Provincial Law Societies, the Yorkshire Union of Law Societies, the Liverpool Law Society, the Birmingham Law Society, and the Bristol Law Society. Sir A. K. Rollit introduced the deputation, and Mr. Warr, M.P., accompanied it. The Chancellor of the Exchequer was attended by Sir Henry Primrose, K.C.B., and Mr. Gore. The inconvenience of the new practice was pointed out to the Chancellor of the Exchequer, and attention was called to the fact that the Succession Duty Act of 1853 provided that the interest of the successor in moneys to arise from the sale of real property under a trust for sale should be deemed to be personal property chargeable with duty, and no complaint of loss of duty on that ground had been made, and that, moreover, since the passing of the Finance Act of 1894 until last year the Inland Revenue authorities had interpreted the Finance Act to be similar in effect to the Succession Duty Act in this respect, and that no complaint had been made of loss of estate duty in consequence. The Chancellor of the Exchequer, however, considered that in consequence of aggregation with regard to duty imposed by the Finance Act, there was a marked difference between that duty and the duty imposed by the Succession Duty Act, and expressed himself as being unwilling to relax any security which the Government might hold for payment of the estate duty unless the alteration be proved to be absolutely necessary. He considered that the evidence which had been furnished was not at the moment sufficient to warrant any alteration in the law, and he thought that any difficulty hitherto experienced might to a great extent, if not wholly, be overcome by the Inland Revenue authorities making use in a somewhat freer manner than hitherto of section 11 of the Finance Act, 1894, providing that the commissioners, on being satisfied that the full estate duty had been or would be paid, might give a certificate to that effect, which would discharge any particular property from claim for further duty. He therefore indicated that he could not this year consent to any amendment, but he stated that he quite admitted that any real impediment to the transfer of land ought to be removed, and if, therefore, the evidence which would accumulate during the current year shewed that the difficulty could not otherwise be overcome, he would be prepared next session favourably to consider an amendment. Under these circumstances it was stated that Sir Albert Rollit would not move the amendment which stood in his name. A report of the deputation was published in the law papers and communicated to the provincial law societies, with a request that they would ask their members to keep a record of transactions in which the question under discussion arises, so that the Council might be in a position to furnish the Chancellor of the Exchequer with further evidence before next session. The Council think that whether a sale is completed in the absence of a certificate under section 11 of the Finance Act, 1894, or not, that is to say, on the personal undertaking of the solicitor or some other person to produce a certificate, it should be recorded, with the dates when the certificate was applied for, when it was received from the Commissioners, and when the purchase was completed.

Cases of Interest to Solicitors.—The following cases of interest to solicitors have been supported by the Council during the past year.

Stamps on Transfers of Mortgage.—A mortgage originally for £1,100 having been paid off to the extent of £100, the balance was at the request of the mortgagor assigned to transferees, and the mortgaged property was conveyed to them discharged from the proviso for redemption in the original mortgage, but subject to a new proviso for redemption on payment of the sum of £1,000 and interest. The Commissioners of Inland Revenue assessed the duty at the sum of 10s. 6d., being 5s. in respect of a transfer of a mortgage for £1,000, and 5s. 6d. in respect of a release of security for £1,100. On appeal, the court held, on the authority of *Wale* v. *Commissioners*, 4 Ex. D. 270, that the indenture was a transfer of the mortgage debt for £1,000 within the meaning of the schedule to the Stamp Act, 1891, and was liable to the duty on such transfer, but was not a release of the £1,100, the amount secured by the original mortgage, and was therefore not liable to the second duty assessed upon it as such release: *Humphreys* v. *Commissioners of Inland Revenue* (81 L. T. R. 199). Note.—This is the case referred to on p. 26 of the Annual Report for 1899.

Scale Charge.—Sale of Land in Lots.—Freehold land held under one title was put up for sale by auction in eleven lots. Lots 1 to 6 were sold to one purchaser for £1,685; lot 7 was sold for £28; lot 8 was sold for £27; lot 9 was sold for £32; and lots 10 and 11 were sold to the purchaser of lot 8 for £24. Separate abstracts were delivered, two being delivered to the purchaser of lots 8 and 10 and 11. The solicitor having the conduct of the sale charged the sum of £3 for deducing title and perusing and completing conveyance in respect of the lots sold for under £100, that being the minimum fee mentioned in rule 8 of the Remuneration Order. The taxing-master held that the entire sale was one transaction, and, inasmuch as the aggregate of the percentage remuneration, allowing 15s. each in respect of the small lots, did not amount to less than £5, rule 8 had no application. Held by Stirling, J., on summons to review, that in the circumstances the sale of each lot was a separate transaction, lots 10 and 11 being treated as one lot, and that the charge made by the solicitor was correct: *Re Thomas, Evans* v. *Griffiths* (69 L. J. R., Ch. 219).

Bill of Costs Paid by Trustees.—Application for Taxation by Beneficiary.—A solicitor's bill of costs against trustees was paid in the year 1896. In the year 1900, one of the beneficiaries, who then on attaining the age of twenty-five years became entitled to one-half the trust fund, applied for taxation of the bill. No special circumstances justifying taxation were alleged. Held, by Kekewich, J., ordering taxation, that there was discretionary power vested in the court by section 39 of the Solicitors Act, 1843, which was not overruled by section 41. In *Re Wellborne* (48 W. R. 375). An appeal in this case which the Council are supporting has not yet been heard.

Listing Motions in the Chancery Division.—There does not appear to be any immediate prospect of the reform advocated by the society as regards listing motions in the Chancery Division being effected. As stated in the annual report for 1899 the suggestion did not secure the concurrence of the General Council of the Bar, and the Lord Chancellor has since informed the Council that he had consulted the judges and that they were not in favour of it.

Criminal Business at Assizes.—The report of the Council on this question will be found in the appendix.

University College of North Wales.—In pursuance of the power vested in them, the Council have appointed Mr. R. S. Chamberlain, of Llandudno, and Mr. J. Rice Roberts, of Llangefni, the society's representatives in the Court of Governors of University College of North Wales.

Proceedings Under the Solicitors Acts.—During the past year seven solicitors who were convicted of various criminal offences have been struck

off the roll on the application of the society. Convictions under section 12 of the Solicitors Act, 1874, have been obtained against nine unqualified persons. The Council have also been in communication with the Commissioners of Inland Revenue with regard to complaints against unqualified persons for contravening section 44 of the Stamp Act, 1891, and in one instance the commissioners took proceedings, and in the result a mitigated penalty of £10 was imposed. Appeals against the refusal of the society to grant applications for practising certificates in cases coming within section 16 of the Solicitors Act, 1888, have been heard by the Master of the Rolls, and his lordship has upheld its decision in each case. Since the decision in *Re The Solicitors Act*, 1843 (34 SOLICITORS' JOURNAL 236), which in effect decided that the duties of the society as registrar were not purely ministerial in the cases mentioned in section 23 of the Solicitors Act, 1843, the society has not issued certificates when circumstances have been brought to its notice appearing to justify the application being referred to the court, and it is now instituting inquiries in order to ascertain whether similar circumstances exist as regards solicitors whose certificates will expire in November next.

LAW ASSOCIATION.

A meeting of the directors was held at the Hall of the Incorporated Law Society on Thursday, the 5th inst., Mr. Fredk. Foss in the chair. The other directors present were Messrs. Daw, Nisbet, Peacock, Pead, Sidney Smith, and Vallance. A new member was elected, and several applications for relief were considered and grants made, and other general business transacted.

SOLICITORS' BENEVOLENT ASSOCIATION.

The usual monthly meeting of the board of directors of this association was held at the Law Institution, Chancery-lane, on Wednesday, the 11th inst., Mr. Richard W. Tweedie in the chair. The other directors present being: Messrs. H. Morten Cotten, Grantham R. Dodd, Walter Dowson, R. Ellett (Cirencester), T. Musgrave Francis (Cambridge), Samuel Harris (Leicester), Sir George H. Lewis, Richard Pennington, Sidney Smith, and J. T. Scott (secretary).

A sum of £540 was distributed in grants of relief, twenty-nine new members were admitted to the association, and other general business transacted.

LEGAL NEWS.

OBITUARY.

The death is announced of Mr. ROBERT HALLETT HOLT, barrister, the Registrar of the Land Registry Office. Mr. Holt was called to the bar in 1850, and was appointed Assistant Registrar in 1862, Mr. Spencer Follett being appointed Registrar. On the death of Mr. Follett, Mr. Holt succeeded to the Registrarship.

Mr. RICHARD EVE, solicitor, died a few days ago. He was admitted in 1851 and practised for some time at Aldershot, where he was clerk to the local board. He subsequently moved to London, where he practised at Devereux-chambers, Temple. He went to Egypt to conduct the defence of Arabi Pasha when the latter was placed on trial. Mr. Eve made at least six attempts to enter Parliament, but was uniformly unsuccessful. He was a prominent Freemason, a Past Grand Treasurer, and took a great interest in the masonic charities.

CHANGES IN PARTNERSHIP.

DISSOLUTION.

HENRY PIPER LINTON, CHARLES KENSHOLE, and WILLIAM KENSHOLE, solicitors (Linton & C. & W. Kenshole), Cardiff and Aberdare. June 30. [*Gazette*, July 10.

GENERAL.

On Monday last the Royal Assent was given to the Commonwealth of Australia Constitution Act.

On Tuesday the Land Registry (New Buildings) Bill was read a third time in the House of Lords and passed.

By invitation of the municipality and chamber of commerce the International Law Association will hold its 19th conference at Rouen on the 20th of August and following days, under the presidency of Judge Baldwin, of Connecticut, U.S.A.

On Tuesday the Royal Assent was given to, among other Acts, the Naval Reserve (Mobilization) Act, the County Councils (Elections) Act (1891) Amendment Act, the Colonial Solicitors Act, the Burial Grounds Act, and the District Councillors and Guardians (Term of Office) Act.

It is stated that Mr. Justice Wills, who has been absent from court for some months on account of illness, will, according to present arrangements, join the Midland Circuit at Nottingham on Monday next, the 16th inst., and will afterwards proceed to Warwick and Birmingham.

The *London Gazette* of Tuesday contains a notice stating that Her Majesty has approved of Orders in Council fixing the number and boundaries of the wards and the number of councillors to be assigned to each ward of the metropolitan boroughs respectively of Battersea, Finsbury, Hackney, Holborn, Lewisham, Paddington, Stepney, Stoke Newington, Westminster, and Woolwich.

Mr. Justice Wright (says the *Pall Mall Gazette*) had a timely word to say at Derby on Wednesday on the too prevalent practice of keeping untried prisoners in gaol. In one case to which the judge referred a man had been kept in prison for ten weeks on a charge of perjury—of which, when tried, he was acquitted. Mr. Justice Wright ascribes the prevalence of this evil to the fact that justices' clerks are not acquainted with the facilities for bail which the law now provides.

The Home Secretary has appointed Lord Belper (chairman), Mr. F. A. Bosanquet, Q.C., Common Serjeant, Mr. A. De Rutzen, Metropolitan police magistrate, Mr. C. S. Murdoch, C.B., and Mr. C. E. Troup, C.B., of the Home Office, with Mr. C. Lubbock, of the Home Office, as secretary, to be a committee to inquire into the working of the method of identification of criminals by measurements and finger prints, and the administrative arrangements for carrying on the same, and to report whether any and what changes are desirable.

A committee, consisting of Mr. McCall, Q.C., Mr. Butcher, Q.C., M.P., Mr. Mulligan, Q.C., Mr. Arthur O'Connor, Q.C., M.P., and the Hon. J. D. Fitzgerald, Q.C., has been formed for the purpose of arranging a complimentary dinner from Irish members of the bench and bar of England to Sir Edward Carson, Q.C., M.P., on his appointment as Solicitor-General. The dinner is to take place on Saturday, the 4th of August, and the Lord Chief Justice of England has consented to take the chair. Lord Macnaghten, Lord Justice Collins, Mr. Justice Mathew, the Recorder of London, the Chairman of the London County Sessions, and many members of the bar have intimated their intention of being present. Sir Edward is also to be entertained by the English bar on the 25th of July.

On Monday, in the House of Commons, in answer to Lord Balcarres, Mr. Akers-Douglas said: The buildings to be erected on the vacant site to the west of the Law Courts are four new courts and their adjuncts, which will form part of the Royal Courts of Justice, and must be in structural communication therewith. The extension will occupy about one-sixth of the area of vacant ground which was temporarily laid out as a garden by the generosity of Mr. Smith, but was acquired and always intended for an extension of the courts when needed. As the essential object in view in the erection of the Royal Courts of Justice was the concentration of the legal business of the country, the Government could not view favourably my noble friend's suggestion to erect additional courts elsewhere.

At a recent meeting of the Bar Council a resolution was passed, copies of which were sent to Lord Salisbury, the Lord Chancellor, the Lord Chief Justice, and the Master of the Rolls, protesting against the appointment of Lord Justice Romer as a member of the South Africa Hospital Inquiry Committee, and reaffirming the resolution adopted when Lord Justice Collins was appointed to preside at the Patriotic Fund inquiry, which resolution was as follows: "That this council regards the increasing practice of appointing judges to perform duties outside, and often inconsistent with, those attaching to their judicial position as contrary to the public interest, particularly in view of the fact that the existing number of judges is too small to adequately discharge their proper functions."

In reply to the letter from "A Queen's Counsel," to which we referred last week, complaining of delays in the hearing of cases by the Judicial Committee of the Privy Council, "J. F. W." says: "I should require a great deal more before I accept the deduction 'A Queen's Counsel' draws, that the delay was caused by defect in procedure or fault of system, the more so as in the first of these cases I happen to be the solicitor for the successful party, and am cognizant of all the proceedings, and 'A Queen's Counsel' may take it from me that neither of the parties to the appeal complains of delay. . . . The registrar has a keen eye for anything that appears to him like an unnecessary delay, and often calls upon parties to proceed promptly or have their appeals struck out, unless good reason for the delay is given."

On Wednesday last, says the *Times*, before Mr. G. W. Chapman, official receiver, the statutory first meeting of creditors was held under a receiving order against Mr. Benjamin Greene Lake, solicitor. The chairman, having dealt with proofs of debt for sums amounting to £74,973, said that the firm of Lake & Lake, of which the debtor was the surviving partner, was an old-established one, the business having formerly been carried on in the style of Lake, Beaumont, & Lake. In 1894 Mr. Beaumont died, and in the following year a salaried partner came into the firm, which was continued as Lake & Lake until the 27th of November, 1899, when Mr. George Edward Lake died. In February last the partnership between the debtor and his salaried partner was dissolved, and on the 18th of March last the debtor sold the goodwill of the business to a new firm for £5,500 payable by instalments, under certain conditions which it was not necessary to state. The new firm held the books of account and such papers as they were entitled to. It would appear that the debtor and his late salaried partner were jointly liable for the partnership debts existing at the time of the dissolution. Joint and separate statements of affairs had been filed. The joint accounts disclosed assets consisting of cash £1,862, good book debts £9,692, and outstanding costs which were roughly estimated at £20,000, making a total of £31,555. It was impossible at present to state what amount would be realized in respect of the costs, as some of them would be set off against liabilities and others would probably be statute barred. The unsecured indebtedness, on the other hand, was returned at £205,277. He was unable to say how those liabilities had arisen, and the matter would be inquired into. As regarded the separate statement of Mr. Lake's private affairs, it appeared that the liabilities were £23,984, against assets £1,738. No deficiency account had yet been filed, but the debtor stated in his preliminary examination that in 1898 he lost about £23,000 through speculating for differences on the Stock Exchange. In December

last the debtor assigned policies of insurance for £55,000 as security for certain debts, and in June, 1899, he settled a sum of £7,000 on his daughter upon her marriage. There was no proposal of composition before the creditors, and the business of the meeting was to pass a resolution for bankruptcy and the appointment of a trustee and committee of inspection. A resolution for bankruptcy having been carried, Mr. R. M. Beachcroft, appearing as solicitor for creditors, proposed that no trustee should be appointed and that the matter should be left in the hands of the Official Receiver. He thought that he was expressing the the views of the solicitors present when he said he did not wish to take any part in the appointment of a trustee other than the Official Receiver. By taking this course they would avoid any suggestion that they were influenced by ulterior objects in nominating any particular gentleman for that post. In a case of this kind it was most important that there should be no ground for such a suggestion. The chairman stated that the Bankruptcy Act provided that the Official Receiver should be trustee in certain small cases, and it was not intended that he should act in that capacity in cases of this magnitude. Unless a trustee were appointed it would be his duty to make a report to the Board of Trade, with whom the appointment would then rest. After some discussion the creditors resolved that no trustee be appointed, and the case accordingly remains at present in the hands of the Official Receiver.

LOCAL LOANS STOCK.—The Bank of England is authorized to receive tenders at a minimum price of 99 per cent. for an issue £3,000,000 Local Loans Three per Cent. Stock. The stock will be consolidated with the existing stock. Local Loans Stock is on the same footing as Consols, and trustees are empowered under the Act to invest in the stock. A full quarter's dividend on this issue will be payable on the 5th of October next. Tenders must be delivered at the Chief Cashier's Office, Bank of England, on Monday, the 16th of July.

COURT PAPERS.

SUPREME COURT OF JUDICATURE.

ROTA OF REGISTRARS IN ATTENDANCE ON

Date.	APPEAL COURT No. 2.	Mr. Justice STIRLING.	Mr. Justice KEKEWICH.
Monday, July 16	Mr. Greswell	Mr. Farmer	Mr. Lavie
Tuesday 17	Church	King	Carrington
Wednesday 18	Greswell	Farmer	Lavie
Thursday 19	Church	King	Carrington
Friday 20	Greswell	Farmer	Lavie
Saturday 21	Church	King	Carrington

Date.	Mr. Justice BYRNE.	Mr. Justice COZENS-HARDY.	Mr. Justice FARWELL.	Mr. Justice BUCKLEY.
Monday, July 16	Mr. Pemberton	Mr. Godfrey	Mr. Pugh	Mr. Beal
Tuesday 17	Jackson	Leach	Beal	Pugh
Wednesday 18	Pemberton	Godfrey	Pugh	Leach
Thursday 19	Jackson	Leach	Beal	Godfrey
Friday 20	Pemberton	Godfrey	Pugh	King
Saturday 21	Jackson	Leach	Beal	Farmer

THE PROPERTY MART.

SALES OF THE ENSUING WEEK.

July 17.—MESSRS. DAVID BURNETT & Co., at the Mart, at 2:—Carshalton: Freehold Residential and Building Estate, known as Elm-grove, London-road, Carshalton, within a short distance of Carshalton, Hackbridge, and Wallington Stations; with mansion and small park of 14 acres. Solicitors, Hogan & Hughes, London.—Soho (within a few doors of Leicester-square): Valuable Building Site, in the best business part; frontage 19ft., by a depth of about 40ft. Solicitors, Messrs. Farlow & Fuller, London. (See advertisement, July 7, p. 5.)

July 17.—Messrs. DEBENHAM, TEWSON, FARMER, & BRIDGEWATER, at the Mart, at 2:—Wykeham Rise, comprising a well-appointed Family Mansion, occupying a site some 500 feet above sea-level, with south aspect, commanding beautiful views over a richly-wooded country and standing in a finely-timbered park, the whole comprising an area of about 28a. 2r. 11p. The park, comprising an area of 24a. 1r. 11p., let at a rent of £30 per annum. The adjoining detached old-style Residence, known as Holme Lodge, approached by a carriage drive. The property possesses an extensive frontage to the High road, the total area being 2a. 1r. 31p. Let at £105 per annum. The detached Residence, known as Rose Hill, adjoining the previous lots, occupying a pleasant position opposite Totteridge Church, approached by carriage drive, in all about 3a. 0r. 29p. Let at £165 8s. per annum. Solicitors, Messrs. Thorowgood, Tabor, & Hardcastle, London.—On the Coombe Neville Estate, between Wimbledon, Norbiton, Hampton Court, and Surbiton: An important area of about 72 acres of Freehold Building Land, immediately adjoining Coombe and New Malden Station on the L. & S.W. Railway. Solicitors, Messrs. Farrer & Co., London.—Southend-on-Sea: A Freehold Property, about three and ten minutes' walk respectively from West Cliff and Southend Railway Stations; family residence; the whole covers an area of over an acre and a-half. Solicitors, Messrs. Woodard, Hood, & Thorne, London.—City of London: A Freehold Building Site in the best part of Fleet-street, within a few paces of the Law Courts, having frontage of 46ft., and an area of upwards of 5,000 superficial feet. Solicitors, Messrs. Jaxson, Cobb, Pearson, & Co., London. (See advertisements, June 16, pp. 3 and 4.)

July 17.—Messrs. TROLLOPE, at the Mart, at 2:—101, Eaton-square, S.W., a very special Cubitt-built Town Mansion. Held direct from the Duke of Westminster for a term of 24 years from Lady-day, 1901, at ground-rent of £25 per annum. With possession. Solicitors, Messrs. Rose & Johnson, London. (See advertisement, June 16, p. 8.)

July 18.—Messrs. BEADEL, WOOD, & Co., at the Angel Hotel, Bury St. Edmunds, at 3:—Suffolk: Freehold and Copyhold Estates, 14 miles from Bury St. Edmunds, 8 from Diss, 10 from Thetford, and 7 from Hailing-road, all stations on the Great Eastern Railway, in the parishes of Thelnetham, Wattisfield, Hinderclay, Rickinghall, Hopton, Hepworth, and Market Weston, comprising the Lodge Farm, including residence, homestead, three cottages, and 237a.; let at £246 per annum. Thripskin Farm and 85a. 1r. 22p.; let at £40 per annum. Poultry Farm and 23a.; let at £40 per annum. The Malting Farm, 9 cottages and 211a.; let at £125 per annum. The Walnut Tree Farm and 127a.; let at £80 per annum. Bobby Hill Farm and 81a.; let at £63 per annum. Hepworth Hall Farm and 167a.; let at £175 per annum. The Fen Farm and 169a.; let at £80 per annum. The Village Farm and 162a.; let at £130 per annum. Solicitors, Messrs. Peters & Bolton, London. (See advertisements, June 23, p. 584.)

July 18.—Messrs. H. E. FOSTER & CRANFIELD, at the Mart, at 2:—The Lease and Goodwill, with Furniture, of the Eccleston Hotel. Solicitors, Messrs. W. H. Smith & Son, and Messrs. Mayo & Co, both of London.—Freehold and Leasehold Properties at South Croydon and Old Kent-road. Solicitors, Messrs. Tilleard, London.—Warehouse Premises in Tabernacle-street, with area of 3,525ft.; lease 19 years, at £400.—Cottage Residence, with gardens of over an acre, situated at Enfield. Solicitors, Messrs. Paul E. Vanderpump & Eve, London. (See advertisements, this week, back page.)

July 19.—Messrs. H. E. FOSTER & CRANFIELD, at the Mart, at 2:

REVERSIONS:

To One-seventh of a Trust Fund, value £5,900; lady aged 57. Solicitor, H. Mear, Esq., London.

To £1,955 of a Trust Fund in 2¾ per Cent. Consols; lady aged 73. Solicitor, H. W. Woodforde, Esq., London.

To Four Leasehold Houses in Peckham and Dulwich, producing £132 per annum. Solicitor, B. Barnett, Esq., London.

POLICIES:

For £6,600, £4,400, £3,400. Solicitors, Messrs. Hood-Barrs & Co., London.

For £5,000, £5,000, £3,000, £1,500 £400. Solicitors, Messrs. Rooper & Whately, London.

For £1,250, £1,000, £250.

SHARES in various Companies and Trusts.

(See advertisements, this week, back page.)

July 18.—Messrs. EDWIN FOX & BOUSFIELD, at the Mart, at 2:—Westminster: Long Leasehold Property, comprising block of modern residential flats and shops, known as Vincent-square Mansions, let at rentals approximating upon £1,300 a year. Solicitors, Messrs. Davidson & Morris, London.—City of London: A Freehold Estate, being Nos. 1 to 29 (odd), Mansell-street, Aldgate, on the east side (within a few yards of Aldgate High-street, and close to the station on the Metropolitan Railway and the Goods Depot of the L. & N.W. Railway). It comprises an area of about 13,600 superficial feet. Solicitors, Messrs. Morley, Shirreff, & Co., London. (See advertisements, July 7, p. 5.)

July 18.—Messrs. HUMBERT & FLINT, at the Mart, at 2:—Herts: Freehold Sporting and Agricultural Estates, known as Walkern Park Finches and Walkern Bury, situated in the Parish of Walkern, three miles from Stevenage, whence London is reached in about 50 minutes by G.N.R. The estates comprise an aggregate area of 1,130 acres. Solicitors, Messrs. Rooper & Whateley, London. (See advertisement, July 23, p. 3.)

July 19.—Messrs. DEBENHAM, TEWSON, FARMER, & BRIDGEWATER, at the Mart, at 2:—Borough: Freehold and Leasehold Properties, close to the Borough Station (Electric Railway), producing rentals amounting to £403 6s. per annum. Solicitors, Messrs. Burt, Follett, & Lee, Townhall-chambers, Southwark.—Womersley House, Dickenson-road, Crouch-hill: Freehold Residential or Building Property, occupying a position on one of the highest points in the northern suburbs. It comprises a Family Residence in white brick with stone dressings, covering an area of about two acres. Solicitors, Messrs. C. R. Randall & Son.—South Kensington: A medium-sized Town House. For sale, with possession. Ground-rent of £10. Solicitor, S. R. Pollard, Esq., London. (See advertisements, June 16, pp. 2 and 3.)

July 19.—Messrs. FARESBROTHER, ELLIS, EGERTON, BREACH, GALSWORTHY, & Co., will Let by Auction (in conjunction with Messrs. Green & Son), at the Mart, at 2:—City of London: A Valuable Freehold Site, possessing extensive frontages to important thoroughfares, and occupying an unusually large area in one of the most central positions in the City, extending from Finsbury-circus to Blomfield-street and Liverpool-street. Solicitors, Chas. Sawbridge & Son, Messrs. Williams & Neville, London. (See advertisements, this week, p. 5.)

July 19.—Messrs. STIMSON & SONS, at the Mart, at 2:—Beulah Hill, Upper Norwood: Freehold Ground-rent of £90 per annum, with reversion in 23 years to rack-rents of £1,000 per annum. Solicitors, Messrs. Russell & Russell, London. (See advertisement, July 7, p. 600).

July 20.—Messrs. NORTON, TRIST, & GILBERT, at the Mart, at 2:—Millwall: A convenient-sized Wharf, known as Cubitt Town Wharf, with a frontage of 74ft. to the River Thames and a depth of 360ft. Solicitors, Messrs. Ashurst Morris, Crisp, & Co., London.—Cheltenham: Family Residence in old-fashioned gardens on the Pittville Estate, overlooking Pittville Spa, distant one hour from Bristol and Birmingham. Kingston: Small Freehold Investment, Three Cottages, producing from weekly tenants rents of £68 18s. per annum. Isle of Wight, Ryde: Convenient-sized Marine Residence, overlooking Spithead, close to St. John's Station, which affords communication by railway to the Pierhead in seven minutes; with Possession. Brompton (in the fashionable locality of Onslow-gardens): A Bijou Leasehold Residence, for immediate occupation; let at £120 per annum. West Kensington (close to the District Railway Station and Earl's-court-road): Leasehold double-fronted Residence. Also a Smaller House, known as Ellesmere, adjoining; rental value £70 per annum. Sydenham: Two Semi-detached Leasehold Villas in Newlands Park, Sydenham, midway between Brighton Station of Sydenham and the Chatham and Dover Station of Penge Mill Hill Park. Acton, W.: Leasehold Investments in Two Semi-detached Double-fronted Residences, let to long-standing tenants, situated close to the District Railway Station and the tram and omnibus routes to the City and West-end. Notting Hill: Leasehold Investment in Weekly Property; let at rents amounting to £65 per annum. Fulham: Shop in the main road, on the omnibus route to Putney, close to Fulham Grand Theatre and Putney Bridge Railway Station; producing £223 per annum. Kingston: Two Cottages, in Canbury-park-road, Kingston; producing £39 per annum from weekly tenants; held on lease for 19 years. Solicitors, Messrs. Guscotte, Wadham, & Bradbury, London.—Cubitt Town Poplar, E.: An extensive Six-storeyed Building, known as the London Rice Mills, with a frontage of 123ft. to the River Thames, and containing the large floor area of 90,000 sq. ft.; also other large Buildings and Yard Space adjoining, the whole being over ¾ of an acre in extent. Solicitors, Messrs. Ashurst, Morris, Crisp, & Co., London. (See advertisements, June 16, p. 7.)

RESULT OF SALE.

Messrs. C. C. & T. MOORE sold at the Mart, on Thursday last, the well-known "Vine" Tavern, Mile End Gate, for £3,225; Freehold, 9, East Mount-street, for £750; a Leasehold in Acland-street, Limehouse, for £350; and a Dwelling-house in Rutland-road, Victoria-park, for £320. The result was £5,125.

WARNING TO INTENDING HOUSE PURCHASERS AND LESSEES.—Before purchasing or renting a house have the Sanitary Arrangements thoroughly Examined, Tested, and Reported upon by an Expert from The Sanitary Engineering Co. (H. Carter, C.E., Manager), 65, Victoria-street, Westminster. Fee quoted on receipt of full particulars. Established 23 years. Telegrams, "Sanitation."—[ADVT.]

DEED LOST.

On Thursday, the 5th inst., about 1.30 p.m., at the Inland Revenue Stamping Office, Telegraph-street, E.C., a Conveyance dated the 4th July, 1900, and bearing the name of Methven as purchaser is believed to have been returned by mistake to a gentleman who at the same time presented 3 or 4 deeds for stamping, and who paid £23 10s. in stamp duty. Any Solicitor who had deeds stamped at this office (either direct or through a Law Stationer) on that day will much oblige by ascertaining whether the missing deed is amongst them, and if so by communicating with Messrs. GERRISH & FOSTER, of 26, College-street, E.C.—[ADVT.]

WINDING UP NOTICES.

London Gazette.—FRIDAY, July 6.

JOINT STOCK COMPANIES.

LIMITED IN CHANCERY.

CITY OF LONDON EXCHANGE SYNDICATE, LIMITED—Creditors are required, on or before July 13, to send their names and addresses, and the particulars of their debts or claims, to Alfred Thorp, 88, Bishopsgate st Within

JACKSON'S PRINTING AND PUBLISHING CO, LIMITED (IN VOLUNTARY LIQUIDATION)—Creditors are required, on or before Aug 25, to send their names and addresses, and the particulars of their debts or claims, to Emanuel Williams, 12, Norfolk st, Manchester

LONDON AND PARIS STORES CO, LIMITED—Creditors are required, on or before Aug 16, to send their names and addresses, and the particulars of their debts or claims, to James Morris Fellows, 76, Finsbury pavement. Champion, solor to liquidator

MENZIES GOLDEN AGE MINE, LIMITED (IN VOLUNTARY LIQUIDATION)—Creditors are required, on or before Oct 13, to send their names and addresses, and the particulars of their debts or claims, to C. J. Ford, 81, Cannon st. Renshaw & Co, solors to liquidator

MIDLAND ELECTRICAL AND GENERAL ENGINEERING CO, LIMITED—Creditors are required, on or before Aug 13, to send their names and addresses, and the particulars of their debts or claims, to William Barrett Winnicott, 20, Fletcher gate, Nottingham

PENRHYN COPPER MINING SYNDICATE, LIMITED—Creditors are required, on or before Aug 17, to send in their names and addresses, and the particulars of their debts or claims, to Thomas Francis Shelby, 23, Regent st, Wrexham

PROFESSIONAL AND TRADES PAPERS, LIMITED—Petn for winding up, presented July 5, directed to be heard on July 18. Soames & Co, 58, Lincoln's inn fields, solors for petners. Notice of appearing must reach the above-named not later than 6 o'clock in the afternoon of July 17

SHAWS, BEVANT, & CO, LIMITED (IN LIQUIDATION)—Creditors are required, on or before Saturday, July 21, to send their names and addresses, and the particulars of their debts or claims, to George Clark Junior and John Robbie Whamond, 3, Crown ct, Old Broad st. Styer, 2, Threadneedle st, solor for liquidators

FRIENDLY SOCIETIES DISSOLVED.

EYE MUTUAL HELP SOCIETY, Red Lion Inn, Eye, Peterborough, Northampton June 27

LODGE No. 1 ALLERTON BYWATER SOCIETY OF INDEPENDENT LOYAL ORANGEMEN, Butchers' Arms, Allerton Bywater, Castleford, York June 21

POPLAR INN LOAN SOCIETY, Poplar Inn, Ilkeston, Derby June 21

London Gazette.—TUESDAY, July 10.

JOINT STOCK COMPANIES.

LIMITED IN CHANCERY.

ELECTROID GAS LIGHT SYNDICATE, LIMITED—Creditors are required, on or before Aug 1, to send their names and addresses, and the particulars of their debts or claims, to John R. Whitham, Barum House, Halifax. Walker & Rowe, 8, Bucklersbury, solors for liquidator

ELSWICK AND DUNSTON FERRY CO, LIMITED (IN LIQUIDATION)—Creditors are required, on or before Aug 21, to send their names and addresses, and the particulars of their debts or claims, to Henry Eeles, 4, Quayside, Newcastle on Tyne. Wilkinson & Marshall, Newcastle on Tyne, solors to liquidator

ENGLISH AND COLONIAL SYNDICATE, LIMITED—Creditors are required, on or before Aug 31, to send their names and addresses, and the particulars of their debts or claims, to George Newsam Jones, 1, Queen Victoria st. Sutton & Co, 3 and 4, Great Winchester st, solors for liquidator

ESMOND CYCLE SADDLE CO., LIMITED—By an order made by Cozens-Hardy, J., dated June 26, it was ordered that the voluntary winding up of the company be continued. Booth & Smee, Norfolk House, Norfolk st, solors for petner

HANLEY CONSERVATIVE CLUB CO, LIMITED—Creditors are required, on or before Wednesday, Aug 1, to send their names and addresses, and the particulars of their debts or claims, to George Frank Paddock, Hanley

HEIDELBURG ESTATES AND EXPLORATION CO, LIMITED—Creditors are required, on or before Sept 29, to send their names and addresses, and the particulars of their debts or claims, to Francis George Fuke, 3, Gracechurch st. Biggs-Roche & Co, 24, Lincoln's inn fields, solor to liquidator

HORNE & CO, LIMITED—Petn for winding up, presented July 4, directed to be heard July 18. Rising & Ravenscroft, 8, Leadenhall st, solors for petitioning creditors. Notice of appearing must reach the above-named not later than 6 o'clock in the afternoon of July 17

I G JOHNSON & CO, LIMITED—Petn for winding-up, presented July 4, directed to be heard before Wright, J, July 18. Ward & Co, 85, Gracechurch st, petners' solors. Notice of appearing must reach the above-named not later than 6 o'clock in the afternoon of July 17

IVERELL DIAMOND FIELDS, LIMITED—Petn for winding up, presented July 4, directed to to be heard July 18. Campion & Co, Queen st, solors for petner. Notice of appearing must reach the above-named not later than six o'clock in the afternoon of July 17

JOHN COOKE & CO, LIMITED—Petn for winding up, presented June 30, directed to be heard July 18. Collyer-Bristow & Co, 4, Bedford row, for Forsyth & Co, Birmingham, solors for petner. Notice of appearing must reach the above named not later than 6 o'clock in the afternoon of July 17

NORTH CHATTANOOGA DEVELOPMENT CO, LIMITED—Creditors are required, on or before Aug 31, to send their names and addresses, and the particulars of their debts or claims, to Eaton, 27, King st, Manchester, solor

ST. JAMES'S CONTRACT CORPORATION, LIMITED—Petn for winding up, presented July 6, directed to be heard on July 18. Waterhouse & Co, 1, New ct, Lincoln's inn, solors for petners. Notice of appearing must reach the above-named not later than 6 o'clock in the afternoon of July 12

STANWICK STEAMSHIP CO, LIMITED (IN LIQUIDATION)—Creditors are required, on or before Aug 21, to send their names and addresses, and the particulars of their debts or claims, to Henry Eeles, 4, Quayside, Newcastle on Tyne. Wilkinson & Marshall, Newcastle on Tyne, solors to liquidator

FRIENDLY SOCIETIES DISSOLVED.

C. E. T. S. SELF-HELP SOCIETY, 4, Sanctuary, Westminster. July 2

DAUGHTERS OF TEMPERANCE GRAND UNION OF MANCHESTER SOCIETY, Grafton st, Chorlton on Medlock, Manchester. June 27

CREDITORS' NOTICES.

UNDER ESTATES IN CHANCERY.

LAST DAY OF CLAIM.

London Gazette.—FRIDAY, July 6.

LIGHTBOWN, THOMAS, Blackburn, Hardware Dealer Aug 3 Lightbown v Lightbown, Stirling, J Somerville, Lincoln's inn fields

SANDOE, WILLIAM DAVID, Malvern, Auctioneer Aug 4 Dyer v Sandoe, Cozens-Hardy, J Foster, Malvern

WHITE, CHARLES JOHN, Seven Sisters rd, Holloway, Commission Agent Aug 3 Farries v White, Byrne, J Wedlake, Bank chmbrs, Finsbury Park

London Gazette.—TUESDAY, July 10.

HASLER, SELINA SARAH, Aldingbourne House, Chichester Aug 13 Habin v Hasler, Cozens-Hardy, J Rooper & Whately, Lincoln's inn fields

UNDER 22 & 23 VICT. CAP. 35.

LAST DAY OF CLAIM.

London Gazette.—FRIDAY, June 29.

AULD, MARY JANE, South Kensington July 21 Phillips & Co, Nicholas lane

BAKER, MARY ANN, Witheridge, Devon Aug 9 Sparkes & Co, Crediton

BARREN, CHARLES, Shedfield, Southampton Aug 1 Bull & Duncan, Watling st

BARTHOLOMEW, MARTHA, Ladbroke grove, Notting hill Sept 1 Peacock & Goddard, South sq, Gray's inn

BLACKMORE, JOHN, Stoke Devonport, Devon Aug 14 Gard, Devonport

BROMLEY, BENJAMIN, Plymouth Aug 14 Gard, Devonport

BULLEN, EMILY JIMIMAH, Oulton, Suffolk Aug 4 Culley, Norwich

CAREY, Rev HEWETT, Radway, Warwick July 25 Aplin & Co, Banbury

CARMAN, GEORGE, East Malling, Kent July 25 Kays & Jones, New inn, Strand

CASPARI, JOSEPH WILHELM OTTO, Liverpool, Merchant July 29 Laces & Co, Liverpool

COHEN, MOSS, Kilburn July 16 Bentwich & Co, Guildhall yd

COOKE, MARY, Stockport July 27 Potts, Stockport

COPE, EMILY ANNE, Richmond, Surrey July 27 Rees Davies & Co, Frederick's pl, Old Jewry

COWEN, JOSEPH, Blaydon on Tyne, Durham Aug 21 Brown, Blaydon on Tyne

DALY, MARY ELIZA, Drumcollogher, Cork July 30 Kitsons & Co, Torquay

DAVIES, CATHERINE, Liverpool Aug 6 Apton & Co, Liverpool

DAVISON, DAVID, Darlington, Gent July 31 Wooler & Wooler, Darlington

DAWSON, GEORGE, Lincoln Aug 1 Trotter, Lincoln

DEAN, WILLIAM, Caterham, Surrey, Baker July 23 Smellie, Caterham

DUCK, JOSEPH, Danby, York, Builder Aug 7 Woodwark & White, Whitby

FRANK, MAX, Berlin, Prussia Aug 8 Goldberg & Co, West st, Finsbury circus

GEM, ELLEN MARIA, Leamington July 21 Wright & Co, Leamington

GOUGH, The Hon HUGH, Bloemfontein, South Africa July 30 Ashurst & Co, Throgmorton avenue

HARTLEY, JOSEPH, Lee Moor, York, Stone Mason July 27 Scatcherd & Co, Leeds

HOGARTH, ROBERT, Kendal, Yeoman Aug 11 Dobson, Kendal

HUNT, ROBERT, North Collingham, Notts Aug 31 Marris & Marris, Worksop

JONES, ELIZABETH, Ferryside, Carmarthen Aug 1 Browne, Carmarthen

KEMPSON, THOMAS JAMES, Oxford, Boot Closer Aug 1 Galpin, Oxford

KEMPSTER, ELLEN, South Marston, Wilts July 24 Butterworth & Co, Swindon

KILSHAW, ISAAC EDWARD, Kendal, Westmorland, Auctioneer Aug 25 Thomson & Wilson, Kendal

KING, Rev SAMUEL, Droxford, Southampton Aug 1 Allisons & Allisons, Louth

MACKINLAY, JAMES GROSVENOR, Stratford pl, Oxford st, Consulting Oculist Aug 11 Birch, Devonshire chmbrs

MAHONEY, MARY GERALDINE, Pimlico Aug 11 Cree & Son, Gray's inn sq

MANN, EDGAR, Chilton, Suffolk Aug 1 Ransom & Sons, Sudbury

MASTERSON, AMELIA JANE, St Leonards on Sea Aug 15 Foyer & Hordern, Essex st, Strand

MASTERSON, CAROLINE ANN, St Leonards on Sea Aug 15 Foyer & Hordern, Essex st, Strand

MASTERSON, HENRY WILKES, Glasshouse st Aug 15 Foyer & Hordern, Essex st, Strand

MIDDLETON, HENRY, Birstall, York, Book keeper Aug 31 Hutchinson & Sons, Bradford

MORCK, HUGO, Bradford, Merchant Aug 1 Wade & Co, Bradford

MUSGRAVE, RALPH, Ingleton, Durham July 7 Lucas & Co, Darlington

NEWPORT, JAMES, Holloway July 27 King & Co, Queen Victoria st

NOAD, GRACE HERNE, Tilshead, Wilts Aug 31 Brain & Brain, Reading

NORTHCOTE, Hon HUGH OLIVER, Luton, Beds Aug 3 Farrer & Co, Lincoln's inn fields

PARKES, MARY ANN, Bradley, Staffs July 31 Morgan & Co, Stafford

PEEL, CHARLOTTE, York Aug 10 Burne & Wykes, Lincoln's inn fields

PETRI, FREDERICK ERNEST EDWARD, Rusholme, Manchester, Merchant July 28 Hockin & Co, Manchester

PHIPP, SAMUEL, Devizes, Wilts, Haulier Aug 21 Hopkins, Devizes

REED, CHARLES HENRY, Lee, Kent, Draper Aug 11 Hughes & Co, Budge row

REES, JOSEPHUS CHAPMAN, Leamington, Draper Aug 14 Davies, Leamington

ROBINSON, JAMES Pendleton, Lancs, Provision Merchant Aug 11 Markland & Whitehead, Manchester

ST. GEORGE, MATILDA DOROTHEA ELIZABETH, Weston, Somerset July 25 Mullins & Co, Cirencester

SCHOFIELD, LUKE, Huddersfield July 25 Piercy, Huddersfield

SMITH, ESTHER, Chalgrove, Oxford, Grocer July 31 Mercer & Blaker, Henley on Thames

TOLPUTT, KATE, Folkestone Aug 4 Kempson, Farnham

TOMPKINSON, THOMAS, Smallthorne, Stafford Aug 3 Wain & Harris, Burslem

TUCK, RAPHAEL, Highbury July 30 Bentwich & Co, Guildhall yd

WALKER, PRISCILLA, Birstwith, York Aug 1 Kirby & Son, Harrogate

WALKER, RICHARD, Leeds, Woollen Merchant Aug 1 Kirby & Son, Harrogate

WHITEHEAD, JOHN, South Shields, Engineer Aug 1 Scott, jun, South Shields

WHITWAM, CHARLES WILLIAM, Wortley, Leeds, Game Dealer Aug 11 Wilkinson & Garland, Leeds

London Gazette.—TUESDAY, July 3.

ASTON, JOSEPH KERCH, Dean's yard, Westminster, Barrister July 30 Willson & Norman, Regent st, St James's

BARBER, ELIZA ANN, Norwich Sept 1 Stevens & Co, Norwich

BENNETT, GEORGE, Ledbury, Hereford Aug 7 Russell, Ledbury

BERRY, GEORGE EDWARD, Haslemere, Surrey Aug 17 Leesmith & Munby, Haslemere

CAMBRIDGE, CAROLINE FRANCES PICKARD, Radipole, Dorset July 22 Ffooks & Douglas, Sherborne

CANNAN, HANNAH LIGHTBODY, Alderley Edge, Chester Aug 15 Darbishire & Co, Manchester

CANNAN, THOMAS ROBERT STORY, Alderley Edge, Chester Aug 15 Darbishire & Co Manchester

DODDS, FREDERICK, Timperley, Chester, Butcher Aug 15 Eaton, Manchester

DRISCOLL, SARAH, Wandsworth Aug 10 Cornellis & Co, Wandsworth

GREEN, BENJAMIN, Sheffield, Pork Butcher Aug 30 Fernell, Sheffield

GREEN, MARY ANN, Sheffield Aug 13 Fernell, Sheffield

GREENALL, CHARLES, Dumbleton, Glos, Farmer July 15 Byrch & Cox, Evesham

HAMSHER, ABRAHAM JOHN, Gt Malvern, Ironmonger Aug 14 Lambert & Rogers, Malvern

HORNBY, THOMAS WHITFIELD, Stockton on Tees Aug 1 Dodds, Stockton on Tees

ILLINGWORTH, BEN, Deepcar, York, Farmer Aug 1 Smith & Co, Sheffield

JONES, THOMAS, South Cornelly, nr Pyle, Glam, Publican Aug 2 David, Bridgend

KAY, JOHN, Blackpool July 13 Fletcher & Son, Blackpool

MARSHALL, WILLIAM, Weaverham, Chester Aug 4 Marson, Manchester

MELLOR, JOSEPH, Openshaw, Manchester, Forgeman Aug 1 Ledgard & Co, Manchester

MILBURN, THOMAS, Lanercost, Cumberland, Farmer July 14 Cartner & Milburn, Brampton

MITCHESON, JOSEPH HOPKINS, Charing, Kent, Surgeon Aug 18 Helmore, Lancaster pl, Strand

PIKE, JOHN WILLIAM, Cheltenham Aug 16 Billings, Cheltenham

PROCTER, JANE, Newcastle upon Tyne Aug 7 J D & D M Macdonald, Newcastle upon Tyne

RAWSTHORN, NANCY, Tyldesley, Lancs Aug 14 Kennedy & Glover, Ormskirk

ROBINS, ARTHUR, Windsor July 23 Crossman & Co, Theobald's rd, Gray's inn

ROGERS, MARTHA, Bexley, Kent Aug 1 Birt & Co, Townhall chmbrs, Southwark

RUSSELL, GEORGE, Wandsworth Aug 11 Farrar & Co, Wardrobe pl, Doctors' Commons

RUST, JAMES BARROW, Norwich Sept 1 Stevens & Co, Norwich

SHERWOOD, ISAAC, Harborne, Birmingham Aug 10 Johnsons & Co, Birmingham

SMITH, MARY, Manchester Aug 1 Ledgard & Co, Manchester

SOUTHWELL, JOHN, Halifax, Farmer Aug 4 Jubb & Co, Halifax

STEVENS, CHARLES FREDERICK, Norwich Sept 1 Stevens & Co, Norwich

STEVENS, WILLIAM HORACE, Norwich, Printer Sept 1 Stevens & Co, Norwich

STONE, CHARLES JOSEPH, Wyke Regis, Dorset Aug 1 Steggall & Co, Weymouth

TANNER, EDWIN, Groombridge, Sussex, Licensed Victualler Aug 1 Robb, Tunbridge Wells

TAYLOR, WILLIAM, Newland, Northampton, Pawnbroker July 28 Howes & Co, Northampton

THORNTON, THOMAS JOSEPH, Birmingham Aug 10 Johnsons & Co, Birmingham

TODD, WALTER, West Hampstead Sept 1 Stevens & Co, Norwich

TUCKER, ISABELLA, Gateshead, Durham July 30 Robson, Brighton

WARD, JOHN HENRY STOCKLEY, Bilston, Stafford July 14 Wassell, Bilston

WHARTON, FREDERICK, Liscard, Chester Aug 9 Cobbett & Co, Manchester

WHITELEY, JOHN, Hebden Bridge, York, Dyer Aug 1 Booth, Huddersfield

WILLCOCK, WILLIAM, Pendleton, Salford Oct 1 Hewitt & Son, Manchester

WYLD, WILLIAM HOPTON, Topsham, Devon Aug 13 Tarr & Arkell, Bristol

London Gazette.—FRIDAY, July 6.

BACON, HENRY, Norwich, Solicitor July 25 Sadd & Bacon, Norwich

BAKER, MARY, Lowestoft July 31 Johnson, Lowestoft

BARNES, ANN, Bevois Valley, Southampton Aug 10 Taylor & Co, Strand

BENTLEY, ISABELLA SAMPSON, Maida Vale July 28 Gwynne & Co, Sackville st

BLACKFORD, MARK, Birmingham Aug 15 Bickley & Lynex, Birmingham

BULLEN, JAMES ROBERT Aug 10 Hogan & Hughes, Martins lane, Cannon st

BRUFF, PETER SCHUYLER, Ipswich, Civil Engineer Aug 10 Josselyn & Sons, Ipswich

BURCHELL, EMILY ANNE FRANCES, Bradwell on Sea, Essex Aug 7 King & Co, Gresham st

CRAWSHAY, CHARLES, Hingham, Norfolk Aug 20 Keith & Co, Chantry, Norwich

CROSSLAND, JAMES, Stocksbridge, York, Miner July 31 Smith & Co, Sheffield

DAVIES, EDWARD, Darlington Aug 3 Barron & Smith, Darlington

DE MORNAY, ALFRED, Gifford, nr Wallingford, Berks Aug 7 Powell & Burt, St Swithin's ln

EDWARDS, GEORGE, Cardiff, Sack Merchant Aug 6 Richards, Cardiff

EDWARDS, STANLEY, Great Marlow, Bucks Aug 4 Powell & Skues, Essex st, Strand

EUSTACE, EDWIN, New Cross Aug 1 Foy & Co, Clifford's inn

FALLER, ADELBERT, Battersea, Watchmaker Aug 11 Bell & Co, Lavender hill, Clapham

FLOWERS, FREDERICK, Kilburn, Outfitter Aug 15 Attenborough, Piccadilly

GERRARD, MARGARET, Rainhill, Lancs July 30 Cross, Prescot

GOODCHILD, ELIZA, Bradford Aug 7 Gaunt & Co, Bradford

GRAINGER, Rev JOHN CECIL, West Kensington Aug 20 Girdlestone, Pall Mall

GREEN, ROBERT, Bengeo Urban, Herts, Builder Aug 31 Sworder & Longmore, Hertford

GREGORY, ARTHUR, Matlock Bank, Derby Aug 8 Lymn, Matlock Bath

GUTTERIDGE, CHARLOTTE, Northampton Aug 11 Davis, Northampton

HANNAY, ORMELIE CAMPBELL, Steep, Hants Aug 18 Shield & Mackarness, Petersfield

HARTLEY, HUGH ROGERS, Queen Anne's gate July 28 Gwynne & Co, Sackville st

HAWGOOD, JAMES, Derby Sept 3 Sale & Co, Derby

HENDERSON, WILLIAM DONKIN, Llanfudno, Solicitor Aug 16 Chamberlain & Johnson, Llandudno

HOWARD, JOHN, Berkeley, Glos, Carpenter Aug 18 Crossman & Co, Thornbury R30, Glos

HUGHES, ELLEN, Portmadoc Aug 3 Roberts, Portmadoc

JENNINGS, SARAH, Birmingham July 31 Lee & Co, Birmingham

JONES, CHARLES, Newcastle under Lyme Aug 6 Knight & Sons, Newcastle under Lyme

JONES, ROBERT CANNING, Copthorne, Surrey Aug 10 Squire, Union ct, Old Broad st

KEMP, RICHARD, Seacombe, Chester Aug 7 Allen, Liverpool

KNIGHT, Miss ANNA MARIA ELIZABETH LEAK, Brooke, Norfolk Aug 3 Pomeroy & Son, Wymondham, Norfolk

LEDSAM, HENRY THOMAS, Birmingham, Chartered Accountant Aug 20 Thorne & Co, Wolverhampton

MATTHEWS, EDWARD, Shelley, nr Huddersfield July 30 Armitage & Co, Huddersfield

MERITON, ALEXINA, Maidenhead Aug 30 Collyer-Bristow & Co, Bedford row

MORTON, FANNY LOUISA, Worcester July 21 Beauchamp & Gallaher, Worcester

MUNDAY, WILLIAM HENRY, Oakley sq, Marylebone July 21 Spargo, South sq, Gray's inn

NORCUP, THOMAS, Newcastle under Lyme, Grocer Aug 4 Sproston, Newcastle under Lyme

PACKER, Rev ISAAC GEORGE, Caldecote, Rutland Aug 3 Manlove & Carver, Regent st

PHILLIPS, ALLEN, Cheadle, Chester Aug 7 Wilson, Manchester

PHILLIPS, SARAH JANE, Prestwich, Lancs Aug 7 Wilson, Manchester

POWLES, JOHN DISTON, Elstree, Herts Jan 1 Trass & Enever, Coleman st

RICHTER, GEORGINA, Hadleigh, Suffolk Aug 4 Grimwade & Son, Hadleigh

RIGBY, JESSE, Newcastle under Lyme, Ironmonger Aug 4 Sproston, Newcastle under Lyme

SHEFFIELD, JANE BERKELEY, Bayswater Aug 31 Burgoynes & Greatbach, Oxford st

STENT, JOHN, Bath Aug 1 Bartlett, Bath

STENT, WILLIAM KITSON, Streatham Aug 6 Lindsay & Co, Ironmonger ln

STOBART, GEORGE, Hartburn, nr Stockton on Tees, Market Gardener Aug 30 Faber & Co, Stockton on Tees

STRUDWICK, GEORGE, Bayswater ter, Florist Aug 4 Hughes & Aston, Edgware rd

TAIT, BETSY, Preston Aug 4 Houghton & Co, Preston

TURNER, Rev THOMAS, Eastbourne Aug 6 Hughes & Bartlett, Lincoln's inn fields

UTTLEY, MICHAEL, Summit, nr Littleborough, Lancs, Manufacturing Chemist Aug 11 Molesworth & Son, Rochdale

WALMSLEY, JOSHUA, Leigh, Lancs July 23 Marsh & Co, Leigh

WALTERS, CHARLES, Twyford, Berks, Saddler July 21 Jarvis, Twyford

WADSWORTH, ELIZA, Horton, Bradford Aug 6 Gaunt & Co, Bradford

London Gazette.—TUESDAY, July 10.

ASHTON, Major SAM TUDOR, Melton Mowbray Aug 17 Lowe & Co, Temple gdns

BICKLE, JOHN ALLEN, Redland, Bristol, Stationer Sept 29 Burges & Sloan, Bristol

BOULTON, THOMAS, Kirk Smeaton, York, Farmer Aug 17 Leatham & Co, Pontefract

BROWN, MARY, York Aug 21 Wood, York

BRUFF, PETER SCHUYLER, Ipswich, Civil Engineer Aug 10 Josselyn & Sons, Ipswich

CHILLINGWORTH, MARIA, Oxford Aug 13 Simmonds, Tunbridge Wells

COFAX, JOHN, Hulme, Manchester, Beer Retailer July 30 Cobbett & Co, Manchester

CONINGHAM, CHARLES, Worcester Sept 29 Robins & Co, Lincoln's inn fields

DICKINSON, THOMAS, St Albans, Herts, Farmer Aug 31 Boyes & Son, Barnet

EDWARDS, HARRIETT, Bewdley, Worcester, Butcher Aug 25 Marcy & Co, Bewdley

ELLIS, Rev PHILIP CONSTABLE, Llanfairfechan, Carnarvon Aug 4 D'Albini & Ellis Newmarket

FROST, JOHN, Barrow on Trent, Farmer July 18 Moody & Woolley, Derby

GOLDING, HENLEY, Hove, Brighton Aug 1 Chalinder, Hastings

GREEN, JAMES, sen, Fulham rd, Fruiterer Aug 6 Child & Child, Sloane st

GREEVEN, HERMANN, Gamberwell grove July 31 Travers & Co, Throgmorton avenue

HAMMONDS, ELIZABETH, Willesden Green Sept 29 Wade & Son, Shrewsbury

HERRING, MARTHA ANN, Derby Aug 7 Moody & Woolley, Derby

HOLMES, SHERIDAN, Newcastle on Tyne, Civil Engineer Aug 25 Holmes, Newcastle on Tyne

HOPKINS, ELIZABETH, Hemingford Gray, Hunts Aug 6 Cranfield & Wheeler, It Ives, Hunts

ISAACS, WOLFE, New Broad st July 31 Romain, Bishopsgate Without

KINGSCOTE, FITZHARDINGE, Rahoon, Galway, Ireland Aug 7 Stevens & Co, Queen Victoria st

LACKENBY, THOMAS, Middlesborough July 31 Jackson & Jackson, Middlesborough

LAMBERT, ALFRED, Rinchiostra Massa, Carrara, Italy Aug 12 Preston & Co, Lincoln's inn fields

LEIGH, HENRY GERARD, Luton Hoo, Beds Aug 17 Lowe & Co, Temple gdns

LOWCOCK, WILLIAM, Pendleton, Salford, Dairyman Aug 7 Gardner & Son, Manchester

MANSELL, LUKE, Shrewsbury Sept 29 Wade & Son, Shrewsbury

MITCHELL, SUSAN, Swansea Aug 11 Paton, Swansea

NEWHAM, THOMAS, Scarborough, Butcher Aug 22 Turnbull & Son, Scarborough

PRATT, EDMOND, Ruddington, Nottingham Aug 14 Wells & Hind, Nottingham

PUREN, MARIA, Dunley, nr Stourport, Saddler Aug 6 Ivens, Kidderminster

RAWSTHORN, MARGARET, Preston Aug 1 Cookson, Preston

RICHARDSON, ANNE, Hove, Sussex Aug 8 Thompson & Co, Raymond bldgs, Gray's inn

ROPER, SARAH, Albert st, Regent's Park Aug 7 Storey & Co, Ludgate hill

SARAH, EMMA, Shrewsbury Sept 29 Wade & Son, Shrewsbury

SAWYER, FREDERICK, Hastings Aug 15 Moggridge, John st, Bedford row

SCOTT, JULIA MARGARET, Bayswater Aug 20 Parson & Co, Sherborne ln

SIMMONS, MARY JANE, Sunderland Aug 6 Storey & Hopper, Sunderland

URE, WILLIAM, Manchester, Yarn Agent Sept 1 Slater & Co, Manchester

WATERS, GEORGE, West Cowes, I W, Painter Aug 18 Bailey, jun, Newport

WELCH, CHARLES, Claygate, Surrey, Brick Manufacturer Aug 7 Gibson & Co, Portsoken bldgs, Lincoln's inn

WHITE, JOHN LOMAS, Buxton Aug 6 Taylor & Brown, Buxton

WOODWARD, ANNA, Folkestone Aug 11 Woodward, Old Jewry chmbrs

WOODWARD, FANNY, Folkestone Aug 11 Woodward, Old Jewry chmbrs

BANKRUPTCY NOTICES.

London Gazette.—FRIDAY, July 6.

RECEIVING ORDERS.

ASPINALL, RICHARD, Wigan, Grocer Wigan Pet July 4 Ord July 4

BARNES, EDWARD WILLIAM, Old Weston, Huntingdon, Grocer Northampton Pet June 29 Ord June 29

BARRATT, FREDERICK ARTHUR, Birmingham, Grocer Birmingham Pet July 2 Ord July 2

BEARD, THOMAS, Birmingham, Builder Birmingham Pet July 2 Ord July 2

BEARDSLEY, WILLIAM CHAMBERS, Ilkeston, Derbys Derby Pet July 2 Ord July 2

BECK, FRANK, Barrow in Furness, Coal Dealer Barrow in Furness Pet July 4 Ord July 4

BLAKE, THOMAS HENRY, Banbury, Commission Agent Banbury Pet July 2 Ord July 2

BOOL, FRANK DICKINSON, Parkgate, nr Rotherham, Grocer Sheffield Pet July 3 Ord July 3

CAMP, CHARLES, Teignmouth, Draper Exeter Pet July 3 Ord July 3

CLARK, THOMAS, Bristol, Journeyman Butcher Bristol Pet July 4 Ord July 4

COOLING, RICHARD HENRY, New Clecthorpes, Great Grimsby, Fish Merchant Great Grimsby Pet July 2 Ord July 2

CUCKSON, WILLIAM, Bawtry, York Sheffield Pet July 2 Ord July 2

CULLEN, WILLIAM ARTHUR, East Dulwich High Court Pet June 12 Ord July 3

DALES, GEORGE WILLIAM, Ardwick, Manchester, Leather Factor Manchester Pet June 22 Ord July 2

DAVISON, SARAH FRANCES BRUNYARD, West Huddlesey, Yorks, Farmer York Pet July 4 Ord July 4

DICKINS, JOHN GEORGE, Aswarby, Lincs, Farmer Boston Pet June 21 Ord July 4

DOWN, SAMUEL, Lowestoft, Smackowner Gt Yarmouth Pet June 19 Ord June 30

FARROW, ARTHUR GEORGE, Stoke Newington, Carpet Warehouseman Edmonton Pet June 30 Ord June 30

FOSTER, JOSHUA EDES, and CHARLES WILLIAM GRAY, Caistor, Lincs, Grocers Gt Grimsby Pet July 2 Ord July 2

FRANKHAM, GEORGE, Kingston, Portsmouth, Grocer Portsmouth Pet July 3 Ord July 3

GENTRY, ALFRED, Bayswater, Bricklayer High Court Pet July 4 Ord July 4

GILLETT, FREDERICK, Gt Grimsby, Butcher's Manager Gt Grimsby Pet July 2 Ord July 2

GROVER, ROBERT, Reading, Painter Reading Pet June 30 Ord June 30

HARRIS, WILLIAM ARCHIBALD, Axminster, Devons, Boot Maker Exeter Pet July 2 Ord July 2

HAWITT, JAMES MATTHIAS, Liverpool, Pawnbroker Liverpool Pet July 3 Ord July 3

HOPKINS, JOHN, Birmingham, Beer Retailer Birmingham Pet July 2 Ord July 2

HUGHES, ROBERT ROBERT, Blaenau Festiniog, Bookseller Portmadoc Pet July 2 Ord July 2

JEFFERY, GEORGE, Grimstone, Dorset, Baker Dorchester Pet June 21 Ord July 2

KENT, MARY JANE, Kingsbridge Plymouth Pet July 2 Ord July 2

KUTCHINSKY, JACOB, Commercial rd High Court Pet May 24 Ord July 4

LANE, TRACEY FRANCIS THOMAS, Wrockwardine, Salop, Farm Bailiff Hereford Pet June 30 Ord June 30

MATTINSON, THOMAS, Ireby, Cumberland, Farmer Carlisle Pet July 4 Ord July 4

MORGAN, Rowland A A, Russia ct, Cheapside High Court Pet April 19 Ord July 4

MOULDEN, MARTHA ANN, Leeds, Lodging house Keeper Leeds Pet June 29 Ord June 29

NIGHTINGALE, WILLIAM, West Jesmond, Newcastle on Tyne, Machinist Newcastle on Tyne Pet July 4 Ord July 4

PARRY, WILLIAM JOHN, Liverpool, Fancy Goods Dealer Liverpool Pet July 4 Ord July 4

PETHICK, RICHARD RUNDLE, Launceston, Cornwall, Grocer Plymouth Pet June 29 Ord July 3

PHILLIPS, DAVID, and PHILIP DAVIES, Maesteg, Glam, Builders Cardiff Pet July 3 Ord July 3

PRICE, GEORGE, Copenhagen st, Provision Dealer High Court Pet June 7 Ord July 4

RAYDEN, ARTHUR ROBINSON, and WILLIAM ADDINELL, Copthall court, Stockbrokers High Court Pet June 15 Ord July 4

SETTERFIELD, WALTER ERNEST, Margate, Dairyman Canterbury Pet June 28 Ord July 2

SMITH, JOHN, St Clement, Cornwall, Farmer Truro Pet July 2 Ord July 2

THOMPSON, NORRISON, Kingston upon Hull, Journeyman Joiner Kingston upon Hull Pet July 3 Ord July 3

VENVERS, HENRY ERNEST, Haslingden, Lancs, Joiner Blackburn Pet June 14 Ord July 4

WELCH, ARTHUR EDWIN, Lymington, Southampton, Laundry Proprietor Southampton Pet July 4 Ord July 4

WELHAM, CHARLES, Chelmsford, Essex Chelmsford Pet July 3 Ord July 3

WHALLEY, EMMA JANE, Keighley Bradford Pet July 3 Ord July 3

WHITE, HENRY ARTHUR, Nottingham, Commission Agent Nottingham Pet July 2 Ord July 2

WHITEHEAD, FRED, Dudley Hill, Bradford, Peggy Maker Bradford Pet July 3 Ord July 3

WILLARS ALBERT, Thurlaston, Leicester, Publican Leicester Pet July 4 Ord July 4

WOODHEAD, LOUIS, Great Grimsby, Butcher Great Grimsby Pet July 3 Ord July 3

FIRST MEETINGS.

AIREY, GEORGE, Ravenstonedale, Westmorland, Farmer July 14 at 11.30 Grosvenor Hotel, Stramongate, Kendal

ANDERSON, ARTHUR, Wolverhampton, Grocer July 17 at 11 Off Rec, Wolverhampton

ARMER, ANTHONY, Killington, Westmorland, Farme July 14 at 11 Grosvenor Hotel, Stramongate, Kendal

BEMROSE, CHARLES REUBEN, Whatton in the Vale, Notts July 13 at 3 Off Rec, 4, Castle pl, Park st, Nottingham

BOYLE, WILLIAM ROBERT DOUGLAS CARRINGTON, Victoria st July 23 at 12 Bankruptcy bldgs, Carey st

BRAIM, JOHN, Pickering, Yorks, Wool Merchant July 13 at 11.30 74, Newborough, Scarborough

CHESTER, WILLIAM, Nottingham, Joiner July 13 at 11 Off Rec, 4, Castle pl, Park st, Nottingham

COCKINGS, CHARLES MARK PALMER, Strood, Kent, Chemist July 23 at 11.30 115, High st, Rochester

COGDELL, WILLIAM, Chesham, Bucks, Shoemaker July 13 at 12 1, St Aldate's, Oxford

COWLEY, KATE ISABEL, Upper Norwood, Fancy Draper July 13 at 12.30 24, Railway app, London Bridge

CULLEN, WILLIAM ARTHUR, East Dulwich July 17 at 11 Bankruptcy bldgs, Carey st

DALES, GEORGE WILLIAM, Ardwick, Manchester, Leather Factor July 13 at 2.30 Off Rec, Byrom st, Manchester

DENTON, JAMES, Hendon, Builder July 16 at 3 95, Temple chmbrs, Temple av

EVERETT, LUKE CAVENDISH, Bradford, Cycle Dealer July 13 at 11 Off Rec, 31, Manor row, Bradford

FARROW, ARTHUR GEORGE, Stoke Newington, Carpet Warehouseman July 13 at 12 Bankruptcy bldgs, Carey st

FISHER, JAMES WILLIAM, East Brent, Somersets, Shoemaker July 14 at 11 W H Tamlyn, High st Bridgwater

FISHER, REUBEN PAUL, Nottingham, Joiner July 13 at 12 Off Rec, 4, Castle pl, Park st, Nottingham

FRANKHAM, GEORGE, Kingston, Portsmouth, Grocer July 13 at 3 Off Rec, Cambridge junc, High st, Portsmouth

FREEMAN, RICHARD JOHN, New Cross, Stationer July 13 at 11 30 24, Railway app, London Bridge

GAGE, JOHN, Wolverhampton, Compositor July 17 at 11.30 Off Rec, Wolverhampton

GOULD, GEORGE, Hurdlow, Derbys, Farmer July 13 at 12 Off Rec, 47, Full st, Derby

GRIFFITHS, DAVID THOMAS, Aberdare, Collier July 16 at 2 135, High st, Merthyr Tydfil

HACKNEY, ARTHUR DUDLEY, Hanley, Staffs, Potter July 13 at 10.30 Off Rec, Newcastle under Lyme

HARGREAVES, WILLIAM, and CHRISTOPHER HARGREAVES, Nelson, Lancs, Cotton Manufacturers July 13 at 11 Off Rec, 14, Chapel st, Preston

HARRIS, WILLIAM ARCHIBALD, Axminster, Boot Maker July 19 at 10.30 Off Rec, 13, Bedford circus, Exeter

HILL, WALTER, Tavistock, Devon, China Dealer July 17 at 11 6, Athenæum terr, Plymouth

KENT, MARY JANE, Kingsbridge, Devon July 17 at 11.30 6, Athenæum terr, Plymouth

LANE, TRACEY FRANCIS THOMAS, Pipe cumLyde, Hereford, Farm Bailiff July 13 at 10 2, Offa st, Hereford

LEVINSON, LEWIS, Mountain Ash, Glam, Glazier July 13 at 12 135, High st, Merthyr Tydfil

LIDSTER, GEORGE, Bridlington, Farmer July 13 at 12 74, Newborough, Scarborough

LIEBISCH, RICHARD JULIUS, Choriton upon Medlock, Manchester, Commission Agent July 13 at 3 Off Rec, Byrom st, Manchester

LLEWELLYN, ALFRED, Aberaman, Aberdare, Mason July 17 at 3 135, High st, Merthyr Tydfil

MATTINSON, THOMAS, Ireby, Cumberland, Farmer July 16 at 4 Off Rec, 34, Fisher st, Carlisle

MOULDEN, MARTHA ANN, Leeds, Lodging house Keeper July 13 at 11 Off Rec, 22, Park row, Leeds

NUTTALL, THOMAS, South Shore, Blackpool, Joiner July 13 at 11 30 Off Rec, 14, Chapel st, Preston

OLIVER, JOHN, Okeford Fitzpaine, Dorset, Carpenter July 13 at 12.30 Off Rec, Endless st, Salisbury

PONSFORD, WILLIAM, Hereford, Brewer's Traveller July 13 at 10 2, Offa st, Hereford

RAYDEN, ARTHUR ROBINSON, and WILLIAM ADDINELL, Copthall ct, Stockbrokers July 13 at 2.30 Bankruptcy bldgs, Carey st

SIDDLE, WILLIAM HENRY, Borrowdale, Cumbrld, Quarryman July 14 at 12 Grosvenor Hotel, Stramongate, Kendal

TOWNSEND, HENRY, Sheffield, Brooch Manufacturer July 17 at 4 Off Rec, Figtree lane, Sheffield

TREW, EDGAR CHARLES, Southend on Sea, Builder July 17 at 3 95, Temple chmbrs, Temple avenue

VERNON, VINCENT, Fallowfield, nr Manchester, Wholesale Grocer July 13 at 11 Off Rec, Byrom st, Manchester

WADE ARTHUR MORLEY, Weston on Trent, Derby July 13 at 11.30 Off Rec, 47, Full st, Derby

WADSWORTH, ALFRED HARPER, Lytham, Lancs, Yarn Agent July 17 at 2.30 Off Rec, Byrom st, Manchester

WHITEHEAD, HARRY, Stretford, Sheet Metal Worker July 13 at 3.30 Off Rec, Byrom st, Manchester

YIEND, ALBERT ANDREW, Winchcombe, Glos, Builder July 19 at 3 County Court bldgs, Cheltenham

Amended Notice substituted for that published in the London Gazette of June 29:

WANFORD, HORACE HENRY, King's Lynn, Grocer July 16 at 10.15 Court house, King's Lynn

Amended Notice substituted for that published n the London Gazette of July 3:

EADY, JOHN Birmingham, Gunmaker July 12 at 12 174, Corporation st, Birmingham

ADJUDICATIONS.

ASPINALL, RICHARD, Wigan, Grocer Wigan Pet July 4 Ord July 4

BARNES, EDWARD WILLIAM, Old Weston, Huntingdon, Grocer Northampton Pet June 29 Ord July 3

BARRATT, FREDERICK ARTHUR, Birmingham, Grocer Birmingham Pet July 2 Ord July 3

BEARDSLEY, WILLIAM CHAMBERS, Ilkeston, Derbys Derby Pet July 2 Ord July 2

BEARD, THOMAS, Birmingham, Builder Birmingham Pet July 2 Ord July 3

BECK, FRANK, Barrow in Furness, Coal Dealer Barrow in Furness Pet July 4 Ord July 4

BIRD, FRANK, Leicester, Hardware Dealer Leicester Pet June 29 Ord June 29

BOOL, FRANK DICKINSON, Parkgate, nr Rotherham, Grocer Sheffield Pet July 3 Ord July 3

CAMP, CHARLES, Teignmouth, Draper Exeter Pet July 3 Ord July 3

COOLING, RICHARD HENRY, Great Grimsby, Fish Merchant Great Grimsby Pet July 2 Ord July 2

CUCKSON, WILLIAM, Bawtry, York Sheffield Pet July 2 Ord July 2

DICKSON, HERBERT EDWARD BALMAIN, Battersea Park rd Wandsworth Pet May 10 Ord July 4

DOWN, SAMUEL, Lowestoft, Smackowner Great Yarmouth Pet June 19 Ord July 4

EDWARDS, EDWARD, Leicester, Draper Leicester Pet June 18 Ord June 30

FISHER, JAMES WILLIAM, East Trent, Somerset, Shoemaker Bridgwater Pet June 29 Ord July 2

FISHER, REUBEN PAUL, Nottingham, Joiner Nottingham Pet June 15 Ord July 2

FOSTER, JOSHUA EDES, and CHARLES WILLIAM GRAY, Caistor, Lincs, Grocers Gt Grimsby Pet July 2 Ord July 2

FRANKHAM, GEORGE, Kingston, Portsmouth, Grocer Portsmouth Pet July 3 Ord July 3

FREEMAN, RICHARD JOHN, New Cross, Stationer Greenwich Pet June 25 Ord July 3

GENTRY, ALFRED, Bayswater, Bricklayer High Court Pet July 4 Ord July 4

GILES, JOHN, Thanet, Kent, Blacksmith Canterbury Pet June 22 Ord July 2

GILLETT, FREDERICK, Gt Grimsby, Butcher's Manager Gt Grimsby Pet July 2 Ord July 2

GOULD, GEORGE, Hurdlow, Derbys, Farmer Derby Pet May 29 Ord July 4

GROVER, ROBERT, Reading, Painter Reading Pet June 30 Ord June 30

HALL, THOMAS PARSONS, Southsea, Hants, Builder Portsmouth Pet June 15 Ord June 30

HARRIS, WILLIAM ARCHIBALD, Axminster, Boot Maker Exeter Pet July 2 Ord July 2

HAWITT, JAMES MATTHIAS, Liverpool, Pawnbroker Liverpool Pet July 3 Ord July 3

HUGHES, ROBERT ROBERT, Blaenau Festiniog, Merioneth Bookseller Portmadoc Pet July 2 Ord July 2

JACKS, THOMAS, St George's, Salop, Painter Madeley Pet June 26 Ord July 3

KENT, MARY JANE, Kingsbridge, Devon Plymouth Pet July 2 Ord July 2

LANE, TRACEY FRANCIS THOMAS, Wrockwardine, Salop, Farm Bailiff Hereford Pet June 30 Ord June 30

LEVIN, ABRAHAM, Sandringham rd, Fur Merchant High Court Pet May 19 Ord July 4

LYONS, JOSEPH, Ipswich, Turf Commission Agent Ipswich Pet May 19 Ord June 30

MATTINSON, THOMAS, Ireby, Cumberland, Farmer Carlisle Pet July 4 Ord July 4

MORGAN, JOHN, Llanidloes, Montgomery, Draper Newtown Pet June 25 Ord July 2

MOULDEN, MARTHA ANN, Leeds Leeds Pet June 29 Ord June 29

NEWMAN, HENRY, Sandhurst, Farmer Gloucester Pet May 30 Ord July 2

NIGHTINGALE, WILLIAM, Newcastle on Tyne, Machinist Newcastle on Tyne Pet July 4 Ord July 4

PETTY, JOHN CADWALADER, Maesteg, Glam, Grocer Cardiff Pet June 23 Ord July 2

PHILLIPS, DAVID, and PHILIP DAVIES, Maesteg, Glam, Builders Cardiff Pet July 3 Ord July 3

SEDDON, FRANK, Twickenham, Tobacconist's Manager Brentford Pet May 21 Ord July 3

SMITH, JOHN, St Clement, Cornwall, Farmer Truro Pet July 2 Ord July 2

SWAIN, WILLIAM JOHN, South Benfleet, Essex, Builder Chelmsford Pet April 27 Ord July 3

THOMPSON, NORRISON, Kingston upon Hull, Journeyman Joiner Kingston upon Hull Pet July 3 Ord July 3

TOOMER, J FLETCHER, Gresham st, Railway Contractor High Court Pet Jan 26 Ord June 30

TRUSSELLE, SAMUEL HARRI, Wolverhampton, Coachbuilder Wolverhampton Pet June 28 Ord July 3

WALKER, HENRY GILDER, Foots Cray, Kent Croydon Pet May 25 Ord June 28

WARD, JOSEPH, Bloomfield mews, Paddington, Cab Proprietor High Court Pet May 17 Ord July 4

WELHAM, CHARLES, Chelmsford, Essex Chelmsford Pet July 3 Ord July 3

WHALLEY, EMMA JANE, Keighley Bradford Pet July 3 Ord July 3

WHITE, HENRY ARTHUR, Nottingham, Commission Agent Nottingham Pet July 2 Ord July 2

WHITEHEAD, FRED, Dudley Hill, Bradford, Peggy Maker Bradford Pet July 3 Ord July 3

WILLARS, ALBERT, Thurlaston, Publican Leicester Pet July 4 Ord July 4

WOODHEAD, LOUIS, Gt Grimsby, Butcher Great Grimsby Pet July 3 Ord July 3

London Gazette.—TUESDAY, July 10.

RECEIVING ORDERS.

AFFORD, H H, Danes inn, Strand, Public Accountant High Court Pet April 11 Ord July 5

ATTEWELL, ARTHUR, Camberley, Surrey Guildford Pet June 9 Ord July 3

BASSETT, HENRY JAMES, Leckhampton, Cheltenham, Fruiterer Cheltenham Pet July 5 Ord July 5

BRADSHAW, FRANK WILTON, Blackpool, Builders' Merchant Preston Pet June 25 Ord July 6

BRAILSFORD, JOHN, Sheffield Sheffield Pet July 6 Ord July 6

BROWN, FRANK EDWARDS, Edgbaston, Manufacturer Birmingham Pet June 22 Ord July 6

BULLOCK, JOHN EDMUND, Plymouth, Bootmaker Plymouth Pet July 6 Ord July 6

CLARKE, ALBERT MORLEY, Witham, Essex, Architect Derby Pet July 6 Ord July 6

COBHAM, ROBERT, Farndon, Notts, Shopkeeper Nottingham Pet June 23 Ord July 6

DUTTON, WILLIAM FREDERICK TRAFFORD, and RICHARD COLTMAN, High Holborn, Hosiers High Court Pet July 6 Ord July 6

DYSON, GEORGE, Mirfield, Yorks, Stonemason Halifax Pet July 6 Ord July 6

FOSTER, ANNIE, Seacombe, Cheshire Birkenhead Pet July 6 Ord July 6

GOULD, JOHN WOOLDRIDGE, Newport, I of W, Grocer Newport Pet July 7 Ord July 7

GREEN, ROBERT COUPER, Sunderland, Surveyor Sunderland Pet July 6 Ord July 6

GREGORY, ERNEST, Radford, Notts, Warehouseman Nottingham Pet July 7 Ord July 7

HADWIN, JOHN, Burton, Westmorland, Grocer Kendal Pet July 7 Ord July 7

HALL, CLARENCE, Broughton Astley, Leicesters, Plumber Leicester Pet July 6 Ord July 6

HALLAS, GLEDHILL, Halifax Halifax Pet July 7 Ord July 7

HARVEY, HENRY, Wedmore, Somersets, Corn Merchant Wells Pet July 5 Ord July 5

HENDERSON, WILLIAM JAMES, Peckham, Licensed Victualler High Court Pet July 5 Ord July 5

KEYES, HARRY, New Malden, Schoolmaster Kingston, Surrey Pet June 25 Ord July 7

KYDD, DAVID, Ilford, Essex, Builders' Ironmonger Chelmsford Pet June 18 Ord July 4

LATHAM, WILLIAM, Wheatley, Doncaster Sheffield Pet June 15 Ord July 5

LINWOOD, HERBERT, Lower Edmonton, Greengrocer Edmonton Pet June 11 Ord July 5

LIPTROT, JAMES, Bolton, Coal Merchant Bolton Pet July 6 Ord July 6

MORRIS, PHILIP, Kingston upon Hull, Tailors' Trimmings Dealer Kingston upon Hull Pet July 6 Ord July 6

MORTON, RICHARD, Mansfield, Notts, Grocer Nottingham Pet July 7 Ord July 7

NELLER, F, Wimbledon, Stationer Kingston, Surrey Pet June 8 Ord July 7

NOEL, ALBERT LELAND, Canterbury Canterbury Pet June 22 Ord July 5

PARHAM, SAMUEL, Shaftesbury, Dorsets, Baker Salisbury Pet July 3 Ord July 3

POLL, GEORGE WILLIAM, Leicester, Commercial Traveller Leicester Pet July 6 Ord July 6

POOLE, GEORGE, Redland, Bristol, Market Gardener Bristol Pet June 18 Ord July 5

POTTIE, WILLIAM, and GEORGE HELSON POTTIE, Lower Ince, nr Wigan, Machinists Wigan Pet July 5 Ord July 5

PYWELL, JOHN JAMES, Derby, Saddler Derby Pet July 5 Ord July 6

ROBERTS, JOHN OWEN, Balham, Canvasser Wandsworth Pet July 6 Ord July 6

RUSSELL, JOSEPH, Rusholme, Manchester, Hardware Dealer Manchester Pet June 23 Ord July 6

SCUDAMORE, CHARLES JOSEPH ROPER, Gresham st, Solicitor High Court Pet June 9 Ord July 5

SILLITOE, JOSEPH HENRY, Streatham, Clerk Wandsworth Pet July 5 Ord July 5

SPRIGGS, JOHN, Whittlesey, Cambs, Builder Peterborough Pet July 7 Ord July 7

STEVENSON, GEORGE, Pulham, Licensed Victualler High Court Pet June 21 Ord July 5

TAYLOR, DANIEL, Road, Somerset, Farmer Frome Pet July 4 Ord July 4

THOMPSON, JOHN HAROLD, Swinefleet, Goole, Yorks, Wheelwright Wakefield Pet July 2 Ord July 2

TOMLISSON, JOHN, Great Eccleston, Lancs, Builder Preston Pet June 11 Ord July 6

WILLIAMS, EVAN JONES, Portmadoc, Joiner Portmadoc Pet July 7 Ord July 7

WILLIAMS, M. Bridgend, Glam, Draper Cardiff Pet June 19 Ord July 4

Amended notice substituted for that published in the London Gazette of June 29:

SWAIN, WILLIAM JOHN, South Benfleet, Essex, Builder Chelmsford Pet April 27 Ord June 6

FIRST MEETINGS.

AFFORD, H. H. Danes inn, Strand, Public Accountant July 19 at 12 Bankruptcy bldgs, Carey st

ASPINALL, RICHARD, Wigan, Grocer July 18 at 3.30 Court house, King st, Wigan

BARNES, EDWARD WILLIAM, Old Weston, Huntingdon, Grocer July 17 at 12 Off Rec, 1A, St Paul's sq, Bedford

BEARDSLEY, WILLIAM CHAMBERS, Ilkeston, Derbys July 17 at 3 Off Rec, 47, Full st, Derby

BIRD, FRANK, Leicester, Hardware Dealer July 17 at 3 Off Rec, 1, Berridge st, Leicester

CAMP, CHARLES, Teignmouth, Draper July 19 at 10.45 Off Rec, 13, Bedford circus, Exeter

CHAMBERS, ALFRED FRANK, Hastings, Draper July 18 at 2.30 Off Rec 24, Railway app, London Bridge

CLARK, THOMAS, Bristol, Journeyman Butcher July 18 at 12 Off Rec, Baldwin st, Bristol

COOLING, RICHARD HENRY, Great Grimsby, Fish Merchant July 17 at 11 Off Rec, 15, Osborne st, Great Grimsby

CUCKSON, WILLIAM, Bawtry, York July 17 at 4.30 Off Rec, Figtree ln, Sheffield

DAVISON, SARAH FRANCES BRUNYARD, West Haddlesey, York Farmer July 25 at 11.15 Off Rec, 28, Stonegate, York

DICKSON, HERBERT EDWARD BALMAIN, Battersea Park rd July 17 at 11.30 24, Railway app, London Bridge

DICKINS, JOHN GEORGE, Aswarby, Lincs, Farmer July 19 at 12.30 Off Rec, 4 and 6, West st, Boston

DOWN, SAMUEL, Lowestoft, Smackowner July 18 at 4.15 Suffolk Hotel, Lowestoft, Suffolk

ENDERBY, CHARLES GEORGE, Burgh, Lincolns, Shoemaker July 19 at 12 Off Rec, 4 and 6, West st, Boston

FOSTER, HILL, Castleford, Yorks, Plumber July 18 at 3 Off Rec, 6, Bond terr, Wakefield

GENTLE, ELIZABETH, Luton, Bedford, Straw Hat Manufacturer July 17 at 11.30 Off Rec, 1A, St Paul's sq, Bedford

HANDL, M, Craven st, Strand, Journalist July 17 at 11 Bankruptcy bldgs, Carey st

HARVEY, HENRY, Wedmore, Somerset, Corn Merchant July 18 at 12.45 Off Rec, Baldwin st, Bristol

HARVEY, MARTIN CONSTANTIN, Cannon st July 18 at 12 Bankruptcy bldgs Carey st

HAWITT, JAMES MATTHIAS, Liverpool. Pawnbroker July 18 at 2 Off Rec, 35, Victoria st, Liverpool

ISON, HARRY JOHN, Shrewsbury, Chemist July 17 at 10 30 Off Rec, 42, St John's hill, Shrewsbury

JACKSON, JOSEPH THOMAS, Loftus, York, Butcher July 25 at 3 Off Rec, 8, Albert rd, Middlesborough

JEFFERY, GEORGE, Grimstone, Dorsets, Baker July 17 at 12 30 Off Rec, Endless st, Salisbury

KYDD, DAVID, Ilford, Essex, Builders' Ironmonger July 18 at 3 Bankruptcy bldgs, Carey st

LIPTROT JAMES, Bolton, Coal Merchant July 20 at 11 Off Rec, Exchange st, Bolton

MATTHEWS, EVAN, Hafod, Swansea, Coal Merchant July 17 at 12 Off Rec, 31, Alexandra rd, Swansea

MEDLICOTT, ALBERT EDWARD, Smethwick, Stafford, Corn Factor July 18 at 11 174, Corporation st, Birmingham

NANCE, ARTHUR CHAPLIN, Putney

NEWCOMBE, JOHN, Swansea, Journeyman Painter July 17 at 12.30 Off Rec, 31, Alexandra rd, Swansea

NIGHTINGALE, WILLIAM, West Jesmond, Newcastle on Tyne, Machinist July 17 at 11 30 Off Rec, 30, Mosley st, Newcastle on Tyne

ORCHARD, WILLIAM JOHN, Brighton, Licensed Victualler July 18 at 3 Off Rec, 24, Railway app, London Bridge

PARRY, WILLIAM JOHN, Liverpool, Tobacconist July 18 at 3 Off Rec, 35, Victoria st, Liverpool

PETHERIN, ALBERT GORDON, Northwich, Stationer July 18 at 11 Royal Hotel, Crewe

POOLE, GEORGE, Redland, Bristol, Market Gardener July 18 at 12 15 Off Rec, Baldwin st, Bristol

POTTIE, WILLIAM, and GEORGE HELSON POTTIE, Lower Ince, nr Wigan, Machinists July 19 at 2 15 Court house, King st, Wigan

PYWELL, JOHN JAMES, Derby, Saddler July 17 at 3.30 Off Rec, 47, Full st, Derby

RHODES, RICHARD WINTERBURN, Wakefield, Joiner July 18 at 11 Off Rec, 6, Bond ter, Wakefield

ROBINSON, JOHN WILLIAM, Holme, Huntingdon, Schoolmaster July 20 at 11.45 Law Courts, New rd, Peterborough

ROWE, ERNEST EDGAR, Helston, Cornwall, Tailor July 18 at 12 Off Rec, Boscawen st, Truro

SAMPLE, GEORGE HENRY, West Bromwich July 18 at 1 [2] 174, Corporation st, Birmingham

SCHOTEL, GERARD ADRIANUS JACOB, Aldersgate st, Cigar Importer July 18 at 12 Bankruptcy bldgs, Carey st

SEYMOUR, GEORGE EDMUND, Purton, Wilts, Farm Bailiff July 25 at 10 30 Off Rec, 46, Cricklade st, Swindon

SMITH, CHARLES M, Victoria st July 19 at 11 Bankruptcy bldgs, Carey st

SMITH, JOHN, Penhellick St Clement, Cornwall, Farmer July 18 at 12.30 Off Rec, Boscawen st, Truro

SWAIN, WILLIAM JOHN, South Benfleet, Essex, Builder July 19 at 2.30 Institute, Clarence rd, Southend, Essex

TAYLOR, DANIEL, Road, Somerset, Farmer July 18 at 12.30 Off Rec, Baldwin st, Bristol

THOMPSON, JOHN HAROLD, Swinefleet, nr Goole, Yorks, Wheelwright July 17 at 2.30 The Lowther Hotel, Goole

THOMPSON, NORRISON, Kingston upon Hull, Journeyman Joiner July 17 at 11 Off Rec, Trinity House ln, Hull

TOGNI, H, Porchester rd, Paddington, Restaurant Keeper July 20 at 12 Bankruptcy bldgs, Carey st

TRUSSELLE, SAMUEL HARRI, Wolverhampton, Coachbuilder July 18 at 12 Off Rec, Wolverhampton

WALKER, HENRY GILDER, Foot's Cray, Kent July 18 at 11.30 24, Railway app, London Bridge

WARD, JOSEPH, Blomfield mews, Paddington, Cab Proprietor July 23 at 11 Bankruptcy bldgs, Carey st

WARDLE, Capt LIVESEY, Drayton gdns, South Kensington July 23 at 2.30 Bankruptcy bldgs, Carey st

WELCH, ARTHUR EDWIN, Lymington, Southampton, Laundry Proprietor July 19 at 3.15 Off Rec, 172, High st, Southampton

WICKS, FREDERICK EZEKIEL, Cambridge, Stationer July 23 at 11 Off Rec, 5, Petty Cury, Cambridge

WILLARS, ALBERT, Thurlaston, Leicesters, Publican July 17 at 12.30 Off Rec, 1, Berridge st, Leicester

ZAKHEIM, REGINA, Stratford, Draper July 19 at 2.30 Bankruptcy bldgs, Carey st

ADJUDICATIONS.

AFFLECK, WILLIAM FOOTE, Liverpool, Iron Merchant Liverpool Pet April 27 Ord July 5

ARCHER, GEORGE JAMES, Walsall, Leather Worker Walsall Pet June 28 Ord July 4

ATTEWELL, ARTHUR, Camberley, Surrey Guildford Pet June 9 Ord July 7

BAILLIE, CHARLES INNES, Ludgate circus High Court Pet May 24 Ord July 3

BASSETT, HENRY JAMES, Cheltenham, Fruiterer Cheltenham Pet July 5 Ord July 5

BERTIE, Lady ELIZABETH, Queen's gate High Court Pet April 12 Ord July 6

BRAILSFORD, JOHN, jun, Sheffield Sheffield Pet July 6 Ord July 6

BULLOCK, JOHN EDMUND, Plymouth, Bootmaker Plymouth Pet July 6 Ord July 6

CARRUTHERS, JAMES BYAM, Craven st, Strand, Printer High Court Pet May 18 Ord July 7

CLARKE, ALBERT MORLEY, Matlock, Derbys, Architect Derby Pet July 6 Ord July 6

DYSON, GEORGE, Mirfield, Yorks, Stonemason Halifax Pet July 6 Ord July 6

FOSTER, ANNIE, Seacombe, Cheshire Birkenhead Pet July 6 Ord July 6

GENTLE, ELIZABETH, Luton, Bedford, Straw Hat Manufacturer Luton Pet June 26 Ord July 6

GREEN, ROBERT COUPER, Sunderland, Surveyor Sunderland Pet July 6 Ord July 6

GREGORY, ERNEST, Nottingham, Warehouseman Nottingham Pet July 7 Ord July 7

HADWIN, JOHN, Burton, Westmorland, Grocer Kendal Pet July 7 Ord July 7

HALL, CLARENCE, Broughton Astley, Leicester, Plumber Leicester Pet July 6 Ord July 6

HALLAS, GLEDHILL, Halifax Halifax Pet July 7 Ord July 7

HARGREAVES, JOHN, Rawtenstall, Lancs, Engineer Rochdale Pet June 13 Ord July 6

HARVEY, HENRY, Wedmore, Somersets, Corn Merchant Wells Pet July 5 Ord July 5

HOLT, JOHN, Margate, Kent, Licensed Victualler Canterbury Pet June 11 Ord July 6

LIPTROT, JAMES, Bolton, Coal Merchant Bolton Pet July 6 Ord July 6

LONG, GEORGE HENRY, Waterlooville, Hants, Butcher Portsmouth Pet June 23 Ord July 4

MAWBY, FREDERICK, Leicester, Plumber Leicester Pet June 22 Ord July 7

MORRIS, PHILIP, Kingston upon Hull, Tailors' Trimmings Dealer Kingston upon Hull Pet July 6 Ord July 6

MORTON, RICHARD, Mansfield, Notts, Grocer Nottingham Pet July 7 Ord July 7

NIXON, ROBERT, Birmingham, Butcher Birmingham Pet June 25 Ord July 6

PETERKIN, ALBERT GORDON, Northwich, Stationer Nantwich Pet June 16 Ord July 6

POLL, GEORGE WILLIAM, Leicester, Commercial Traveller Leicester Pet July 6 Ord July 6

POOLE, GEORGE, Redland, Bristol, Market Gardener Bristol Pet June 18 Ord July 7

POOLEY, EDMUND, Brompton rd, Solicitor High Court Pet May 11 Ord July 4

POTTIE, WILLIAM, and GEORGE HELSON POTTIE, Lower Ince, nr Wigan, Machinists Wigan Pet July 5 Ord July 5

PRIOR, GEORGE, Copenhagen st, Provision Dealer High Court Pet June 7 Ord July 6

RUSSELL, JOSEPH, Rusholme, Manchester, Hardware Dealer Manchester Pet June 23 Ord July 7

SILLITOE, JOSEPH HENRY, Streatham, Clerk Wandsworth Pet July 5 Ord July 5

SPRIGGS, JOHN, Whittlesey, Cambs, Builder Peterborough Pet July 7 Ord July 7

TAYLOR, DANIEL, Road, Somerset, Farmer Frome Pet July 4 Ord July 4

THOMPSON, JOHN HAROLD, Swinefleet, nr Goole, Yorks, Wheelwright Wakefield Pet July 2 Ord July 2

WELCH, ARTHUR EDWIN, Lymington, Southampton, Laundry Proprietor Southampton Pet July 4 Ord July 5

WICKS, FREDERICK EZEKIEL, Cambridge, Stationer Cambridge Pet June 23 Ord July 6

WILLIAMS, EVAN JONES, Portmadoc, Joiner Portmadoc Pet July 7 Ord July 7

All letters intended for publication in the "Solicitors' Journal" must be authenticated by the name of the writer.

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